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2022/0147 (COD)**

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WK 6248/2023 INIT

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MEETING DOCUMENT

From:	General Secretariat of the Council
To:	Working Party on Consumer Protection and Information (Attachés) Working Party on Consumer Protection and Information
Subject:	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directive 2011/83/EU concerning financial services contracts concluded at a distance and repealing Directive 2002/65/EC - 4-column table

Delegations will find attached the 4-column table containing the outcome of the work done on technical level so far.

WK 6248/2023 INIT

LIMITE

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**Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending
Directive 2011/83/EU concerning financial services contracts concluded at a distance and repealing Directive
2002/65/EC (Text with EEA relevance)**

2022/0147(COD)

DRAFT [DMFSD - Draft 4CT - after 3rd TM]

09-05-2023 at 15h05

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Formula				
1	2022/0147 (COD)	2022/0147 (COD)	2022/0147 (COD)	2022/0147 (COD) Text Origin: Commission Proposal
Proposal Title				
2	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directive 2011/83/EU concerning financial services contracts concluded at a distance and repealing Directive 2002/65/EC (Text with EEA relevance)	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directive 2011/83/EU concerning financial services contracts concluded at a distance and repealing Directive 2002/65/EC (Text with EEA relevance)	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directive 2011/83/EU concerning financial services contracts concluded at a distance and repealing Directive 2002/65/EC (Text with EEA relevance)	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directive 2011/83/EU concerning financial services contracts concluded at a distance and repealing Directive 2002/65/EC (Text with EEA relevance) Text Origin: Commission Proposal
Formula				
3				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION, Text Origin: Commission Proposal
Citation 1				
4	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof, Text Origin: Commission Proposal
Citation 2				
5	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission, Text Origin: Commission Proposal
Citation 3				
6	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments, Text Origin: Commission Proposal
Citation 4				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
7	Having regard to the opinion of the European Central Bank ¹ , 1. ...	Having regard to the opinion of the European Central Bank ¹ , 1. ...	Having regard to the opinion of the European Central Bank ¹ , 1. ...	Having regard to the opinion of the European Central Bank ¹ , 1. ... Text Origin: Commission Proposal
Citation 5				
8	Having regard to the opinion of the European Economic and Social Committee ¹ , 1. ...	Having regard to the opinion of the European Economic and Social Committee ¹ , 1. ...	Having regard to the opinion of the European Economic and Social Committee ¹ , 1. ...	Having regard to the opinion of the European Economic and Social Committee ¹ , 1. ... Text Origin: Commission Proposal
Citation 6				
9	Acting in accordance with the ordinary legislative procedure,	Acting in accordance with the ordinary legislative procedure,	Acting in accordance with the ordinary legislative procedure,	Acting in accordance with the ordinary legislative procedure, Text Origin: Commission Proposal
Formula				
10	Whereas:	Whereas:	Whereas:	Whereas: Text Origin: Commission Proposal
Recital 1				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
11	(1) Directive 2002/65/EC of the European Parliament and of the Council¹ lays down rules at Union level concerning the distance marketing of consumer financial services. At the same time Directive 2011/83/EU of the European Parliament and of the Council² lays down, amongst other, rules applicable to distance contracts for the sale of goods and provision of services concluded between a trader and a consumer. 1. Directive 2002/65/EC of the European Parliament and of the Council of 23 September 2002 concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC (OJ L 271, 9.10.2002, p. 16). 2. Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC (OJ L 304, 22.11.2011, p. 64).	(1) Directive 2002/65/EC of the European Parliament and of the Council¹ lays down rules at Union level concerning the distance marketing of consumer financial services. At the same time Directive 2011/83/EU of the European Parliament and of the Council² lays down, amongst other, rules applicable to distance contracts for the sale of goods and provision of services concluded between a trader and a consumer. 1. Directive 2002/65/EC of the European Parliament and of the Council of 23 September 2002 concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC (OJ L 271, 9.10.2002, p. 16). 2. Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC (OJ L 304, 22.11.2011, p. 64).	(1) Directive 2002/65/EC of the European Parliament and of the Council¹ lays down rules at Union level concerning the distance marketing of consumer financial services. At the same time Directive 2011/83/EU of the European Parliament and of the Council² lays down, amongst other, rules applicable to distance contracts for the sale of goods and provision of services concluded between a trader and a consumer. 1. Directive 2002/65/EC of the European Parliament and of the Council of 23 September 2002 concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC (OJ L 271, 9.10.2002, p. 16). 2. Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC (OJ L 304, 22.11.2011, p. 64).	(1) Directive 2002/65/EC of the European Parliament and of the Council¹ lays down rules at Union level concerning the distance marketing of consumer financial services. At the same time Directive 2011/83/EU of the European Parliament and of the Council² lays down, amongst other, rules applicable to distance contracts for the sale of goods and provision of services concluded between a trader and a consumer. 1. Directive 2002/65/EC of the European Parliament and of the Council of 23 September 2002 concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC (OJ L 271, 9.10.2002, p. 16). 2. Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC (OJ L 304, 22.11.2011, p. 64). Text Origin: Commission Proposal
Recital 2				
12	(2) Article 169(1) and Article 169(2), point (a), of the Treaty on the Functioning of the European	(2) Article 169(1) and Article 169(2), point (a), of the Treaty on the Functioning of the European	(2) Article 169(1) and Article 169(2), point (a), of the Treaty on the Functioning of the European	(2) Article 169(1) and Article 169(2), point (a), of the Treaty on the Functioning of the European

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	Union (TFEU) provide that the Union is to contribute to the attainment of a high level of consumer protection through the measures adopted pursuant to Article 114 thereof. Article 38 of the Charter of Fundamental Rights of the European Union (the 'Charter') provides that Union policies are to ensure a high level of consumer protection.	Union (TFEU) provide that the Union is to contribute to the attainment of a high level of consumer protection through the measures adopted pursuant to Article 114 thereof. Article 38 of the Charter of Fundamental Rights of the European Union (the 'Charter') provides that Union policies are to ensure a high level of consumer protection.	Union (TFEU) provide that the Union is to contribute to the attainment of a high level of consumer protection through the measures adopted pursuant to Article 114 thereof. Article 38 of the Charter of Fundamental Rights of the European Union (the 'Charter') provides that Union policies are to ensure a high level of consumer protection.	Union (TFEU) provide that the Union is to contribute to the attainment of a high level of consumer protection through the measures adopted pursuant to Article 114 thereof. Article 38 of the Charter of Fundamental Rights of the European Union (the 'Charter') provides that Union policies are to ensure a high level of consumer protection. Text Origin: Commission Proposal
	Recital 3			
y	13 (3) Within the framework of the internal market, in order to safeguard freedom of choice, a high degree of consumer protection in the area of financial services contracts concluded at a distance is required in order to enhance consumer confidence in distance selling.	(3) Within the framework of the internal market, in order to safeguard freedom of choice, a high degree of consumer protection in the area of financial services contracts concluded at a distance is required in order to enhance <u>welfare</u> <u>and</u> consumer confidence in distance selling.	(3) Within the framework of the internal market, in order to safeguard freedom of choice, a high degree of consumer protection in the area of financial services contracts concluded at a distance is required in order to enhance consumer confidence in distance selling.	
	Recital 4			
y	14 (4) Ensuring the same high level of consumer protection across the internal market is best achieved through full harmonisation. Full harmonisation is necessary in order to ensure that all consumers in the	(4) Ensuring the same high level of consumer protection across the internal market is best achieved through full harmonisation. Full harmonisation is necessary in order to ensure that all consumers in the	(4) Ensuring the same high level of consumer protection across the internal market is best achieved through full harmonisation. Full harmonisation is necessary in order to ensure that all consumers in the	

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	Union enjoy a high and equivalent level of protection of their interests and to create a well-functioning internal market. Member States should therefore not be allowed to maintain or introduce national provisions other than those laid down in this Directive, with respect to aspects covered by the Directive, unless otherwise provided in this Directive. Where no such harmonised provisions exist, Member States should remain free to maintain or introduce national legislation.	Union enjoy a high and equivalent level of protection of their interests and to create a well-functioning internal market. Member States should therefore not be allowed to maintain or introduce national provisions other than those laid down in this Directive, with respect to aspects covered by the Directive, unless otherwise provided in this Directive. Where no such harmonised provisions exist, Member States should remain free to maintain or introduce <u>provisions in their</u> national legislation.	Union enjoy a high and equivalent level of protection of their interests and to create a well-functioning internal market. Member States should therefore not be allowed to maintain or introduce national provisions other than those laid down in this Directive, with respect to aspects covered by the Directive, unless otherwise provided in this Directive. Where no such harmonised provisions exist, Member States should remain free to maintain or introduce national legislation.	
Recital 5				
15	(5) Directive 2002/65/EC has been the subject of different reviews. Those reviews revealed that the progressive introduction of Union product-specific legislation has led to significant overlaps with Directive 2002/65/EC and that digitalisation exacerbated some aspects that are not fully addressed by that Directive.	(5) Directive 2002/65/EC has been the subject of different reviews. Those reviews revealed that the progressive introduction of Union product-specific legislation has led to significant overlaps with Directive 2002/65/EC and that digitalisation exacerbated some aspects that are not fully addressed by that Directive.	(5) Directive 2002/65/EC has been the subject of different reviews. Those reviews revealed that the progressive introduction of Union product-specific legislation has led to significant overlaps with Directive 2002/65/EC and that digitalisation exacerbated some aspects that are not fully addressed by that Directive.	(5) Directive 2002/65/EC has been the subject of different reviews. Those reviews revealed that the progressive introduction of Union product-specific legislation has led to significant overlaps with Directive 2002/65/EC and that digitalisation exacerbated some aspects that are not fully addressed by that Directive. Text Origin: Commission Proposal
Recital 6				
16				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	(6) Digitalisation has contributed to market developments that were not foreseen at the time of the adoption of Directive 2002/65/EC. In fact, the rapid technological developments since then have brought significant changes to the financial services market. Although many sector specific acts have been adopted on the Union level, financial services offered to consumers have evolved and diversified considerably. New products have appeared, in particular in the online environment, and their use continues to develop, often in a fast and unpredicted manner. In this regard, the horizontal application of Directive 2002/65/EC remains relevant. The application of Directive 2002/65/EC to consumer financial services not regulated by sector specific Union legislation has meant that, a set of harmonised rules apply to the benefit of consumers and traders. This ‘safety net’ feature, contributes to ensuring a high level of consumer protection while ensuring a level playing field among traders.	(6) Digitalisation has contributed to market developments that were not foreseen at the time of the adoption of Directive 2002/65/EC. In fact, the rapid technological developments since then have brought significant changes to the financial services market. Although many sector specific acts have been adopted on the Union level, financial services offered to consumers have evolved and diversified considerably. New products have appeared, in particular in the online environment, and their use continues to develop, often in a fast and unpredicted manner. In this regard, the horizontal application of Directive 2002/65/EC remains relevant. The application of Directive 2002/65/EC to consumer financial services not regulated by sector specific Union legislation has meant that, a set of harmonised rules apply to the benefit of consumers and traders. This ‘safety net’ feature, contributes to ensuring a high level of consumer protection while ensuring a level playing field among traders.	(6) Digitalisation has contributed to market developments that were not foreseen at the time of the adoption of Directive 2002/65/EC. In fact, the rapid technological developments since then have brought significant changes to the financial services market. Although many sector specific acts have been adopted on the Union level, financial services offered to consumers have evolved and diversified considerably. New products have appeared, in particular in the online environment, and their use continues to develop, often in a fast and unpredicted manner. In this regard, the horizontal application of Directive 2002/65/EC remains relevant. The application of Directive 2002/65/EC to consumer financial services not regulated by sector specific Union legislation has meant that, a set of harmonised rules apply to the benefit of consumers and traders. This ‘safety net’ feature, contributes to ensuring a high level of consumer protection while ensuring a level playing field among traders.	(6) Digitalisation has contributed to market developments that were not foreseen at the time of the adoption of Directive 2002/65/EC. In fact, the rapid technological developments since then have brought significant changes to the financial services market. Although many sector specific acts have been adopted on the Union level, financial services offered to consumers have evolved and diversified considerably. New products have appeared, in particular in the online environment, and their use continues to develop, often in a fast and unpredicted manner. In this regard, the horizontal application of Directive 2002/65/EC remains relevant. The application of Directive 2002/65/EC to consumer financial services not regulated by sector specific Union legislation has meant that, a set of harmonised rules apply to the benefit of consumers and traders. This ‘safety net’ feature, contributes to ensuring a high level of consumer protection while ensuring a level playing field among traders. Text Origin: Commission Proposal
	Recital 7			
Y	17			Y

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	(7) In order to address the fact that the progressive introduction of Union sector specific legislation has led to significant overlaps of that legislation with Directive 2002/65/EC and that digitalisation exacerbated some aspects that are not fully addressed by the Directive, including how and when information should be provided to the consumer, it is necessary to revise the rules applicable to financial services contracts concluded between a consumer and a trader at a distance, while at the same time ensuring the application of the ‘safety net’ feature.	(7) In order to address the fact that the progressive introduction of Union sector specific legislation has led to significant overlaps of that legislation with Directive 2002/65/EC and that digitalisation exacerbated some aspects that are not fully addressed by the Directive, including how and when information should be provided to the consumer <u>and the means through which contracts can be concluded or the information asymmetry between providers and consumers</u>, it is necessary to revise the rules applicable to financial services contracts concluded between a consumer and a trader at a distance, while at the same time ensuring the application of the ‘safety net’ feature <u>for financial services which are not covered by Union sector specific legislation, including financial services excluded from the scope of Union acts governing specific financial services</u>.	(7) In order to address the fact that the progressive introduction of Union sector specific legislation has led to significant overlaps of that legislation with Directive 2002/65/EC and that digitalisation exacerbated some aspects that are not fully addressed by the Directive, including how and when information should be provided to the consumer, it is necessary to revise the rules applicable to financial services contracts concluded between a consumer and a trader at a distance, while at the same time ensuring the application of the ‘safety net’ feature for financial services which are either not covered by Union sector specific legislation or excluded from the scope of Union acts governing specific financial services.	Tech meeting 27/4: EP to check internally whether its addition in the middle could be deleted. The addition in the end in EP and CNL mandate - both mean the same - to check with LS which version (EP or CNL) is more clear and legally sound.
	Recital 8			
18	(8) Directive 2011/83/EU, similarly to Directive 2002/65/EC, provides for a right to pre-contractual information and a right of withdrawal for certain consumer contracts concluded at a distance.	(8) Directive 2011/83/EU, similarly to Directive 2002/65/EC, provides for a right to pre-contractual information and a right of withdrawal for certain consumer contracts concluded at a distance.	(8) Directive 2011/83/EU, similarly to Directive 2002/65/EC, provides for a right to pre-contractual information and a right of withdrawal for certain consumer contracts concluded at a distance.	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	This complementarity is, however, limited since Directive 2011/83/EU does not cover financial services contracts.	This complementarity is, however, limited since Directive 2011/83/EU does not cover financial services contracts.	This complementarity is, however, limited since Directive 2011/83/EU does not cover financial services contracts, which are defined as services of a banking, credit, insurance, personal pension, investment or payment nature. In this context, a housing savings account and a consumer credit agreement should be considered as financial services. Selling of goods such as precious metals, diamonds, wine or whiskey should not be considered <i>per se</i> a financial service.	

Recital 9

19	(9) Extending the scope of Directive 2011/83/EU to cover financial services concluded at a distance should ensure the necessary complementarity. However, due to the particular nature of consumer financial services, in particular by reason of their complexity, not all the provisions of Directive 2011/83/EU should apply to consumer financial services contracts concluded at a distance. A dedicated chapter with rules applicable only to consumer financial services contracts concluded at a distance should ensure the necessary clarity and legal certainty.	(9) Extending the scope of Directive 2011/83/EU to cover financial services concluded at a distance should ensure the necessary complementarity. However, due to the particular nature of consumer financial services, in particular by reason of their complexity, not all the provisions of Directive 2011/83/EU should apply to consumer financial services contracts concluded at a distance. A dedicated chapter with rules applicable only to consumer financial services contracts concluded at a distance should ensure the necessary clarity and legal certainty.	(9) Extending the scope of Directive 2011/83/EU to cover financial services concluded at a distance should ensure the necessary complementarity. However, due to the particular nature of consumer financial services, in particular by reason of their complexity, not all the provisions of Directive 2011/83/EU should apply to consumer financial services contracts concluded at a distance. A dedicated chapter with rules applicable only to consumer financial services contracts concluded at a distance should ensure the necessary clarity and legal certainty.	(9) Extending the scope of Directive 2011/83/EU to cover financial services concluded at a distance should ensure the necessary complementarity. However, due to the particular nature of consumer financial services, in particular by reason of their complexity, not all the provisions of Directive 2011/83/EU should apply to consumer financial services contracts concluded at a distance. A dedicated chapter with rules applicable only to consumer financial services contracts concluded at a distance should ensure the necessary clarity and legal certainty.
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	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				Text Origin: Commission Proposal
	Recital 9a			
Y	19a		(9a) Financial service contracts concluded in some other manner than at a distance are not covered by this Directive. Member States can therefore determine, in accordance with Union law, which rules apply to such contracts, including by applying the requirements set out in this Directive to contracts not included in its scope.	Tech meeting 27/4: EP provisionally agrees to accept line 19a, but will check internally. Tech meeting 2/5: EP to check with LS this line 19a , especially in connection with the reference to art 2(8) in line 47.
	Recital 10			
R	20	(10) While not all the provisions of Directive 2011/83/EU should apply to financial services contracts concluded at a distance due to the specific nature of those services, a number of provisions of Directive 2011/83/EU, such as relevant definitions, rules on additional payments, on enforcement and penalties, should also apply to financial services contracts concluded at a distance. The application of those provisions ensures complementarity between the different types of contracts	(10) While not all the provisions of Directive 2011/83/EU should apply to financial services contracts concluded at a distance due to the specific nature of those services, a number of provisions of Directive 2011/83/EU, such as relevant definitions, rules on additional payments, on enforcement, <u>penalties, ancillary contracts and inertia selling</u> and penalties , should also apply to financial services contracts concluded at a distance. The application of those provisions ensures complementarity between	(10) While not all the provisions of Directive 2011/83/EU should apply to financial services contracts concluded at a distance due to the specific nature of those services, a number of provisions of Directive 2011/83/EU, such as relevant definitions, rules on additional payments, on enforcement, penalties, inertia selling and reporting and penalties , should also apply to financial services contracts concluded at a distance. The application of those provisions ensures complementarity between

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	concluded at a distance. The extension of the application of the rules on penalties of Directive 2011/83/EU will ensure that effective, proportionate and dissuasive fines are imposed on traders responsible for widespread infringements or widespread infringements with a Union dimension.	the different types of contracts concluded at a distance. The extension of the application of the rules on penalties of Directive 2011/83/EU will ensure that effective, proportionate and dissuasive fines are imposed on traders responsible for widespread infringements or widespread infringements with a Union dimension.	the different types of contracts concluded at a distance. The extension of the application of the rules on penalties of Directive 2011/83/EU will ensure that effective, proportionate and dissuasive fines are imposed on traders responsible for widespread infringements or widespread infringements with a Union dimension.	
Recital 11				
Y	21	(11) A dedicated chapter in Directive 2011/83/EU should contain the still relevant and necessary rules of Directive 2002/65/EC, in particular concerning the right to pre-contractual information and the right to withdrawal, and rules ensuring online fairness when financial service contracts are concluded at a distance.	(11) A dedicated chapter in Directive 2011/83/EU should contain <u>an updated version of</u> the still relevant and necessary rules of Directive 2002/65/EC, in particular concerning the right to pre-contractual information and the right to withdrawal, and rules ensuring online fairness when financial service contracts are concluded at a distance.	(11) A dedicated chapter in Directive 2011/83/EU should contain the still relevant and necessary rules of Directive 2002/65/EC, in particular concerning the right to pre-contractual information and the right to withdrawal, and rules ensuring online fairness when financial service contracts are concluded at a distance.
Recital 12				
R	22	(12) Since distance financial services contracts are most commonly concluded by electronic means, rules on ensuring online fairness when financial services are contracted at a distance should contribute to the achievement of the	(12) Since distance financial services contracts are most commonly concluded by electronic means, rules on ensuring online fairness when financial services are contracted at a distance should contribute to the achievement of the	Tech meeting 27/4: EP: can accept “fully automated” (subject to internal check). Similar means/tools - to be aligned with the wording in the operative part. CNL

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	goals laid down in Article 114 TFEU and Article 38 of the Charter of the Fundamental Rights of the EU. The rule on adequate explanations should ensure added transparency and provide the consumer with the possibility to request human intervention when he or she interacts with the trader through online interfaces, such as a chatbox or similar tools. The trader should be prohibited to deploy measures in his or her online interface that could distort or impair the consumers' ability to make a free, autonomous and informed decision or choice.	goals laid down in Article 114 TFEU and Article 38 of the Charter of the Fundamental Rights of the EU. The rule on adequate explanations should ensure added transparency and provide the consumer with the possibility right to request human intervention when he or she interacts with the trader through online interfaces, such as a chatbox, roboadvice, interactive or similar tools. The trader should be prohibited to deploy measures in his or her online interface that could distort or impair the consumers' of the consumer ability of the consumer to make a free, autonomous and informed decision or choice.	goals laid down in Article 114 TFEU and Article 38 of the Charter of the Fundamental Rights of the EU. The rule on adequate explanations should ensure added transparency and provide the consumer with the possibility to request human intervention when he or she interacts with the trader through fully automated online interfaces, such as a chatbox chatbots, roboadvice, interactive tools or similar tools means. Other rules on ensuring online fairness as set in other Union acts, such as Regulation 2022/2065/EU of the European Parliament and of the Council¹, can apply when financial services are contracted at a distance by electronic means. In the interest of ensuring a high level of consumer protection, the Commission should assess how the structure, design, function or manner of operation of The trader should be prohibited to deploy measures in his or her online interface that could distort or impair interfaces used by the traders affects the consumers' ability to make a free, autonomous and informed decision or choice. In this context the Commission should look into practices such as timed transactions placed in order to instil a sense of urgency	agrees to accept "right" instead of possibility (subject to check with MS). The deleted part in EP mandate can go back.

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			in consumers to speed up the conclusion of a contract and the use of discriminatory price optimization based on individual price sensitivity. 1. Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act) (OJ L 277, 27.10.2022, p. 1)	
Recital 13				
23	(13) Certain consumer financial services are governed by specific Union acts, which continue to apply to those financial services. In order to ensure legal certainty, it should be clarified that where another Union act governing specific financial services contains rules on pre-contractual information or on the exercise of the right of withdrawal, only the respective provisions of those other Union acts should apply to those specific consumer financial services unless provided otherwise in those acts. For instance, when Article 186 of Directive 2009/138/EC of the European Parliament and of the Council¹ applies, the rules concerning the 'cancellation period' laid down in Directive 2009/138/EC apply and not the rules on the right	(13) Certain consumer financial services are governed by specific Union acts, which continue to apply to those financial services. In order to ensure legal certainty, <u>and to ensure that there are no duplications or overlaps</u>, it should be clarified that where another Union act governing specific financial services contains rules on pre-contractual information or on the exercise of the right of withdrawal, only the respective provisions of those other Union acts should apply to those specific consumer financial services unless provided otherwise in those acts. <u>This Directive does not amend or modify an existing sectoral legislation.</u> For instance, when Article 186 of Directive 2009/138/EC of the European	(13) Certain consumer financial services are governed by specific Union acts, which continue to apply to those financial services. In order to ensure legal certainty, it should be clarified that where another Union act governing specific financial services contains rules on pre-contractual information, on the right of withdrawal or on the exercise of adequate explanations, and irrespective of the right of withdrawal level of detail of these rules, only the respective provisions of those other Union acts should apply to those specific consumer financial services unless provided otherwise in those acts. For instance, when Article 186 of Directive 2009/138/EC of the European Parliament and of the Council¹ applies, the rules	Tech meeting 27/4: EP and CNL provisionally agree to accept CNL text, with 1st and 2nd EP additions (the 3rd EP addition is already covered).

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	of withdrawal laid down in this Directive and when Article 14(6) of Directive 2014/17/EU of the European Parliament and of the Council² applies, the rules on the right of withdrawal under this Directive should not apply. Likewise, certain Union acts governing specific financial services³ contain extensive and developed rules designed to ensure that consumers are able to understand the essential characteristics of the proposed contract Furthermore, certain Union acts governing specific financial services, such as Directive 2014/17/EU on credit agreements for consumers relating to residential immovable property⁴, already lay down rules on adequate explanations to be provided by the traders to the consumers with respect to the proposed contract. In order to ensure legal certainty, the rules on adequate explanations set out in this Directive should not apply to financial services falling under Union acts governing specific financial services that contain rules on the information to be provided to the consumer prior to the conclusion of the contract. 1. Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and	Parliament and of the Council¹ applies, the rules concerning the 'cancellation period' laid down in Directive 2009/138/EC apply and not the rules on the right of withdrawal laid down in this Directive and when Article 14(6) of Directive 2014/17/EU of the European Parliament and of the Council² applies, the rules on the right of withdrawal under this Directive should not apply. Likewise, certain Union acts governing specific financial services³ contain extensive and developed rules designed to ensure that consumers are able to understand the essential characteristics of the proposed contract Furthermore, certain Union acts governing specific financial services, such as Directive 2014/17/EU on credit agreements for consumers relating to residential immovable property⁴, already lay down rules on adequate explanations to be provided by the traders to the consumers with respect to the proposed contract. In order to ensure legal certainty, the rules on adequate explanations set out in this Directive should not apply to financial services falling under Union acts governing specific financial services that contain rules on the information to be provided to the consumer prior to	concerning the 'cancellation period' laid down in Directive 2009/138/EC apply and not the, including the explicit option for Member States to exclude the application of those specific rules on the right of withdrawal laid down. In this Directive and when Article 14(6) of Directive 2014/17/EU of the European Parliament and of the Council² applies, the rules on the right of withdrawal under this Directive should not context, whenever a specific Union act lays down rules offering Member States the possibility not to apply. Likewise, certain that specific Union acts governing specific financial services³ contain extensive and developed rules designed to ensure that consumers are able to understand the essential characteristics act but instead refer to the application of another specific Union act, such as in Article 3(3) a) of Directive 2014/17/EU of the proposed contract Furthermore, certain Union acts governing specific financial services, such as Directive 2014/17/EU European Parliament and of the Council on credit agreements for consumers relating to residential immovable property⁴, already lay down¹, the rules on adequate explanations to be provided by the traders to the	

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	pursuit of the business of Insurance and Reinsurance (Solvency II) (OJ L 335, 17.12.2009, p. 1). 2. Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (OJ L 60, 28.2.2014, p. 34). 3. Such as, Regulation (EU) 2019/1238 of the European Parliament and of the Council of 20 June 2019 on a pan-European Personal Pension Product (PEPP) (OJ L 198, 25.7.2019, p. 1), Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (OJ L 173, 12.6.2014, p. 349), Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution (OJ L 26, 2.2.2016, p. 19), Directive 2014/92/EU of the European Parliament and of the Council of 23 July 2014 on the comparability of fees related to payment accounts, payment account switching and access to payment accounts with basic features (OJ L 257, 28.8.2014, p. 214) 4. Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (OJ L 60, 28.2.2014, p. 34)	the conclusion of the contract. <u>The sectoral provisions contained in those specific Union acts should prevail over the rules of this Directive even where those provisions are not identical to the ones contained in this Directive.</u> 1. Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II) (OJ L 335, 17.12.2009, p. 1). 2. Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (OJ L 60, 28.2.2014, p. 34). 3. Such as, Regulation (EU) 2019/1238 of the European Parliament and of the Council of 20 June 2019 on a pan-European Personal Pension Product (PEPP) (OJ L 198, 25.7.2019, p. 1), Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (OJ L 173, 12.6.2014, p. 349), Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution (OJ L 26, 2.2.2016, p. 19), Directive 2014/92/EU of the European Parliament and of the Council of 23 July 2014 on the comparability of fees related to payment accounts, payment account switching and access to payment accounts with basic features (OJ L 257, 28.8.2014, p. 214) 4. Directive 2014/17/EU of the European Parliament and of the Council of 4 February	consumers with respect to the proposed contract. In order to ensure legal certainty, that specific Union act should prevail, and this Directive should not apply. Similarly, in those instances where the specific Union act provides for rules onconcerning adequate explanations set out in this Directive should not apply to financial services falling under Union acts governing specific financial services that containalternative arrangements to ensure consumers receive timely information at the pre-contractual stage, such as in Article 3 (5) of Directive 2014/17/EU, the rules on the information to be provided to the consumer prior to the conclusion of the contract laid down in that specific Union act should prevail and this Directive should not apply. 1. Directive 2009/138/EC2014/17/EU of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II) (OJ L 335, 17.12.2009, p. 1)4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (OJ L 60, 28.2.2014, p. 34).	

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		2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (OJ L 60, 28.2.2014, p. 34)	2. Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (OJ L 60, 28.2.2014, p. 34). 3. Such as, Regulation (EU) 2019/1238 of the European Parliament and of the Council of 20 June 2019 on a pan-European Personal Pension Product (PEPP) (OJ L 198, 25.7.2019, p. 1), Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (OJ L 173, 12.6.2014, p. 349), Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution (OJ L 26, 2.2.2016, p. 19), Directive 2014/92/EU of the European Parliament and of the Council of 23 July 2014 on the comparability of fees related to payment accounts, payment account switching and access to payment accounts with basic features (OJ L 257, 28.8.2014, p. 214) 4. Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (OJ L 60, 28.2.2014, p. 34)	
	Recital 13a			
y	23a		(13a) With regard to pre-contractual information, certain Union acts governing specific financial services contain rules adapted for those specific	Tech meeting 27/4: EP provisionally agrees to accept the line 23a, but will check internally.

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			financial services designed to ensure that consumers are able to understand the essential characteristics of the proposed contract. For instance, Regulation (EU) 2019/1238 on a pan-European Personal Pension Product (PEPP)¹, Directive 2014/92/EU on the comparability of fees related to payment accounts, payment account switching and access to payment accounts with basic features², Directive 2014/65/EU on markets in financial instruments³ or Directive (EU) 2016/97 on insurance distribution⁴, provide for pre-contractual information both in the basic specific Union act and also empower the Commission to adopt delegated or implementing acts. Only the pre-contractual information requirements laid down in such Union acts should apply to those specific consumer financial services, unless provided otherwise in those acts. This should also be the case where the Union act governing specific financial services provides different or minimal rules on pre-contractual information in comparison with the rules laid down by this Directive. ¹. OJ L 198, 25.7.2019, p. 1.	

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			2. OJ L 257, 28.8.2014, p. 214. 3. Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (OJ L 173, 12.6.2014, p. 349–496). 4. Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution (OJ L 26, 2.2.2016, p. 19–59).	
	Recital 13b			
Y	23b		(13b) With regard to the right of withdrawal, where the Union act governing specific financial services gives consumers time to consider the implications of the contract signed, and irrespective of what it is called by that Union act, only the respective provisions of that Union act should apply to those specific consumer financial services unless otherwise provided in that act. For instance, when Article 186 of Directive 2009/138/EC of the European Parliament and of the Council¹ applies, the rules concerning the 'cancellation period' laid down in Directive 2009/138/EC apply and not the rules on the right of withdrawal laid down in this Directive and when Article 14(6) of Directive 2014/17/EU of the European Parliament and of the Council² applies, the rules	Tech meeting 27/4: EP provisionally agrees to accept the line 23b, but will check internally.

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			concerning the possibility to choose between the right of withdrawal and the reflection period laid down in Directive 2014/17/EU apply, not the rules on the right of withdrawal under this Directive . 1. Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II) (OJ L 335, 17.12.2009, p. 1). 2. Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (OJ L 60, 28.2.2014, p. 34).	
	Recital 13c			
23c			(13c) With regard to rules on adequate explanation, certain Union acts governing specific financial services, such as Directive 2014/17/EU on credit agreements for consumers relating to residential immovable property², Directive 2014/65/EU on markets in financial instruments³ and Directive (EU) 2016/97 on insurance distribution⁴, already lay down rules on adequate explanations to	Tech meeting 27/4: EP provisionally agrees to accept the line 23c, but will check internally.

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			be provided by the traders to the consumers with respect to the proposed contract. In order to ensure legal certainty, the rules on adequate explanations set out in this Directive should not apply to financial services falling under Union acts governing specific financial services that contain rules on adequate explanation to be provided to the consumer prior to the conclusion of the contract, irrespective of what it is called by that Union act 2. Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (OJ L 60, 28.2.2014, p. 34) 3. Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (OJ L 173, 12.6.2014, p. 349–496). 4. Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution (OJ L 26, 2.2.2016, p. 19–59).	
	Recital 13d			
y	23d		(13d) Where Union acts governing specific financial services provide for rules on pre-	Tech meeting 27/4:

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			contractual information but do not establish rules on the right of withdrawal, the right of withdrawal provisions of this Directive should apply. For instance, Directive 2009/138/EC on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II) sets out rules on pre-contractual information requirements but with respect to non-life insurance does not set out a right providing time to the consumer to consider the implications of the contract signed. In that case, rules on pre-contractual information laid down in the Union act governing specific financial services should apply and the rules on the right of withdrawal as laid down in this Directive should apply. Where a Union act governing specific financial services does not contain provisions on information on the right of withdrawal, the trader should provide this information according to this Directive in order to ensure proper information awareness of the consumer.	EP provisionally agrees to accept the line 23d, but will check internally.
Recital 13e				
Y	23e		(13e) Where Union acts governing specific financial	Tech meeting 27/4:

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			services provide for rules on pre-contractual information but do not establish rules on the right of withdrawal, the period for withdrawal set out in this Directive should apply and begin either from the day of the conclusion of the distance contract according to Article 16b (1a) of this Directive, or from the provision of the contractual terms and conditions and pre-contractual information in accordance with the Union acts governing those specific financial services, if the information is provided later than the day of the conclusion of the distance contract. Where a Union act governing specific financial services does not contain provisions on information on the right of withdrawal, in order for the period for withdrawal to begin, the trader should in addition to the contractual terms and conditions and pre-contractual information in accordance with the Union act governing those specific financial services also provide the information on the right of withdrawal set out in this Directive.	EP provisionally agrees to accept the line 23e, but will check internally.
Recital 14				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
24	(14) Consumer financial services contracts negotiated at a distance involve the use of means of distance communication which are used as part of a distance sales or service-provision scheme not involving the simultaneous presence of the trader and the consumer. In order to tackle the constant development of those means of communication principles should be defined that are valid even for those means which are not yet in widespread use or which are not yet known.	(14) Consumer financial services contracts negotiated at a distance involve the use of means of distance communication which are used as part of a distance sales or service-provision scheme not involving the simultaneous presence of the trader and the consumer. In order to tackle the constant development of those means of communication principles should be defined that are valid even for those means which are not yet in widespread use or which are not yet known.	(14) Consumer financial services contracts negotiated at a distance involve the use of means of distance communication which are used as part of a distance sales or service-provision scheme not involving the simultaneous presence of the trader and the consumer. In order to tackle the constant development of those means of communication principles should be defined that are valid even for those means which are not yet in widespread use or which are not yet known.	(14) Consumer financial services contracts negotiated at a distance involve the use of means of distance communication which are used as part of a distance sales or service-provision scheme not involving the simultaneous presence of the trader and the consumer. In order to tackle the constant development of those means of communication principles should be defined that are valid even for those means which are not yet in widespread use or which are not yet known. Text Origin: Commission Proposal
Recital 15				
25	(15) A single financial service contract involving successive operations or separate operations of the same nature performed over time may be subject to different legal treatment in different Member States, but it is important that the rules are applied in the same way in all the Member States. To that end, it is appropriate to provide that the provisions governing the financial services contracts concluded at a distance should apply to the first of a series of successive operations or separate operations of the same	(15) A single financial service contract involving successive operations or separate operations of the same nature performed over time may be subject to different legal treatment in different Member States, but it is important that the rules are applied in the same way in all the Member States. To that end, it is appropriate to provide that the provisions governing the financial services contracts concluded at a distance should apply to the first of a series of successive operations or separate operations of the same	(15) A single financial service contract involving successive operations or separate operations of the same nature performed over time may be subject to different legal treatment in different Member States, but it is important that the rules are applied in the same way in all the Member States. To that end, it is appropriate to provide that the provisions governing the financial services contracts concluded at a distance should apply to the first of a series of successive operations or separate operations of the same	

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	nature performed over time which may be considered as forming a whole, irrespective of whether that operation or series of operations is the subject of a single contract or several successive contracts. For example, an "initial service agreement" may be considered to be the opening of a bank account, and "operations" may be considered to be the deposit or withdrawal of funds to or from the bank account. Adding new elements to an initial service agreement does not constitute an "operation" but an additional contract.	nature performed over time which may be considered as forming a whole, irrespective of whether that operation or series of operations is the subject of a single contract or several successive contracts. For example, an "initial service agreement" may be considered to be the opening of a bank account, and "operations" may be considered to be the deposit or withdrawal of funds to or from the bank account. Adding new elements to an initial service agreement does not constitute an "operation" but an additional contract.	nature performed over time which may be considered as forming a whole, irrespective of whether that operation or series of operations is the subject of a single contract or several successive contracts. Where there is no initial agreement, the provisions governing the financial services contracts concluded at a distance should apply to all successive or separate operations, except for the pre-contractual information, which should apply only to the first operation. For example, an "initial service agreement" may be considered to be the opening of a bank account, and "operations" may be considered to be the deposit or withdrawal of funds to or from the bank account. Adding new elements to an initial service agreement, such as a possibility to use an electronic payment instrument together with one's existing bank account, does not constitute an "operation" but an additional contract. Other Union acts governing specific financial services may provide for different rules for initial agreements and operations.	
	Recital 16			
R	26	(16) In order to delimit the scope of application of this Directive, the	(16) In order to delimit the scope of application of this Directive, the	(16) In order to delimit the scope of application of this Directive, the

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	rules concerning consumer financial services concluded at a distance should not apply to services provided on a strictly occasional basis and outside a commercial structure dedicated to the conclusion of distance contracts.	rules concerning consumer financial services concluded at a distance should not apply to services provided on a strictly occasional basis and outside a commercial structure dedicated to the conclusion of distance contracts, <u>for example when contacting an existing consumer to amend or extend a contract by distance means</u> .	rules concerning consumer financial services concluded at a distance should not apply to services provided on a strictly occasional basis and outside a commercial structure dedicated to the conclusion of distance contracts.	
R	26a	<u>(16a) Based on the principle of proportionality laid down in Article 5 TEU, this Directive should not be too burdensome for SMEs.</u>		
	Recital 17			
R	27	(17) The use of means of distance communications <u>offers good opportunities to obtain information and</u> should not lead to an unwarranted restriction on the information provided to the consumer. <u>When using telephone communications, the consumer should initiate the call or, when initiated by the trader, the consumer should explicitly agree to continue the telephone communication. The provider should apply specific pre-</u>	(17) The use of means of distance communications should not lead to an unwarranted restriction on the information provided to the consumer. In the interests of transparency, requirements should be laid down with regard to when the information should be provided to the consumer prior to the conclusion of the distance contract and how that information should reach the consumer. In order to be able to make their decisions in full knowledge of the facts, consumers	

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	should receive the information at least one day prior to the conclusion of the distance contract. Only in exceptional cases can the information be provided less than a day before the conclusion of the distance contract for financial service. In case the contract is concluded less than one day before, the trader, within the established timeframe, should be obliged to remind the consumer about the possibility to withdraw from the distance contract for financial service.	<u>contractual information obligations before the consumer is bound by the contract.</u> In the interests of transparency, requirements should be laid down with regard to when the information should be provided to the consumer prior to the conclusion of the distance contract and how that information should reach the consumer. In order to be able to make their decisions in full knowledge of the facts, consumers should receive the information at least one day <u>in good time</u> prior to the conclusion of the distance contract. Only in exceptional cases can the information be provided less than a day before the conclusion of the distance contract for financial service <u>This is to ensure that the consumer has sufficient time to read and understand the pre-contractual information, compare offers and to make an informed decision.</u> In case the contract is concluded <u>information is provided</u> less than one <u>a</u> day before, the trader, within the established timeframe, the conclusion of the distance contract for financial service, the trader should be obliged to remind the consumer, <u>on a durable medium</u>, about the possibility to withdraw from the distance contract for financial service. <u>That reminder should be</u>	should receive the information at least one day <u>in good time</u> prior to the conclusion of the distance contract. Only in exceptional cases can the information be provided less than a day before the conclusion of the distance contract for financial service. In case the contract is concluded less than one day before, the trader, within the established timeframe, should be obliged to remind the consumer about the possibility to withdraw from the distance contract for financial service.

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		<u>provided to the consumer between one and seven days at the latest, after the conclusion of the distance contract.</u>		
Recital 18				
28	(18) The information requirements should be modernised and updated to include, for example, the email address of the trader and the information on the risk and reward related to certain consumer financial services. Consumers should also be clearly informed when the price presented to them is personalised on the basis of automated processing.	(18) The information requirements should be modernised and updated<u>made future-proof. This Directive updates those</u> to include, for example, the email address of the trader <u>or other means of electronic communication</u> and the information on the risk and reward related to certain consumer financial services. <u>When personalising the price of an offer for specific consumers</u> should also be or <u>specific categories of consumers for financial services to be concluded at a distance, the trader should</u> clearly informed <u>when inform the consumer that</u> the price presented to them is personalised on the basis of automated processing<u>individual price sensitivity</u>.	(18) The information requirements should be modernised and updated to include, for example, the made future-proof. Therefore, the trader should communicate to the consumer its telephone number, but also its email address or other means of communication which can encompass various methods of communication, as well as of the trader and the information on where to address complaints. The requirements on the complaint handling policy could be determined by Member States. Consumers should be informed about the specific additional costs of using the means of distance communication which in the case of telephone communication include costs calculated at a rate other than the basic rate the risk and reward related to certain consumer financial services. Consumers should also be clearly informed when the price presented to them is personalised on the basis of automated processing.	

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R	28a		(18a) Under Directive 2002/65/EC Member States could maintain or introduce more stringent provisions on prior information requirements when the provisions are in conformity with Union law. Several Member States have maintained or introduced more stringent information requirements in that context. This possibility to offer a higher level of consumer protection with respect to the rules on pre-contractual information should remain. This should apply both to the information catalogue and the ways of presenting information. The application of more stringent rules can also include the application of requirements set out in Union acts concerning specific financial services to financial services not covered by these sectoral Union acts.	R
Recital 19				
R	29	(19) When the consumer financial service concluded at a distance includes a risk-reward profile, it should contain such elements as a summary risk indicator, supplemented by a narrative	(19) When the consumer financial service concluded at a distance includes a risk-reward profile, it should contain such elements as a summary risk indicator, supplemented by a narrative	R

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	explanation of that indicator, its main limitations and a narrative explanation of the risks which are materially relevant to the financial service and the possible maximum loss of capital, including information on whether all capital can be lost.	explanation of that indicator, its main limitations and a narrative explanation of the risks which are materially relevant to the financial service and the possible maximum loss of capital, including information on whether all capital can be lost.	explanation of that indicator, its main limitations and a narrative explanation of the risks which are materially relevant to the financial service and the possible maximum loss of capital, including information on whether all capital can be lost.	
	Recital 20			
R	30	(20) Certain financial services might pursue an <u>integrate</u> environmental or social objective such as contributing to the fight against climate change or contributing to the reduction of over-indebtedness <u>factors into their investment strategy</u> . In order to be able to make an informed decision, the consumer should also be informed about the particular <u>duly documented</u> environmental or social objectives targeted by the financial service.	(20) Certain financial services might pursue an environmental or social objective such as contributing to the fight against climate change or contributing to the reduction of over-indebtedness. In order to be able to make an informed decision, the consumer should also be informed about the particular environmental or social objectives targeted by the financial service.	
Y	30a		(20a) The trader should provide all pre-contractual information in good time before the consumer is bound by the distance contract or any corresponding offer, so that the consumer has enough time to make an informed decision. The	

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			information should be provided on a durable medium and in a way that the information is both easy for the consumer to comprehend and is in a readable format. Being in a readable format means written in legible fonts in a readable size and in colours that do not diminish the comprehensibility of the information, including when the document is presented, printed or photocopied in black and white. If the information cannot be provided on a durable medium before the conclusion of the contract due to the media chosen by the consumer, it should be provided immediately after the conclusion.	

Recital 21

31	(21) The information requirements should be adapted to take into account the technical constraints of certain media, such as the restrictions on the number of characters on certain mobile telephone screens. In the case of mobile telephone screens, where the trader has customised the content and presentation of the online interface for such devices, the following information must be provided most prominently and in	(21) The information requirements should be adapted to take into account the technical constraints of certain media, such as the restrictions on the number of characters on certain mobile telephone screens. In the case of mobile telephone screens, where the trader has customised the content and presentation of the online interface for such devices, the following information must be provided most prominently and in	(21) The information requirements should be adapted to take into account the technical constraints of certain media, such as the restrictions on the number of characters on certain mobile telephone screens. In the case of mobile telephone screens, where the trader has customised the content and presentation of the online interface for such devices, the following information must be provided most prominently and in	
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	an upfront manner: information concerning the identity of the trader, the main characteristics of the consumer financial service, the total price to be paid by the consumer to the trader for the consumer financial service including all taxes paid via the trader or, when an exact price cannot be indicated, the basis for the calculation of the price enabling the consumer to verify it, and the existence or absence of the right of withdrawal, including the conditions, time limit and procedures for exercising that right. The rest of the information could be provided via additional pages. However, all the information should be provided on a durable medium before the conclusion of the distance contract.	an upfront manner: information concerning the identity of the trader, the main characteristics of the consumer financial service, the total price to be paid by the consumer to the trader for the consumer financial service including all taxes paid via the trader or, when an exact price cannot be indicated, the basis for the calculation of the price enabling the consumer to verify it, and the existence or absence of the right of withdrawal, including the conditions, time limit and procedures for exercising that right. The rest of the information could be provided via additional pages. However, all the information should be provided on a durable medium before the conclusion of the distance contract.	an upfront manner: information concerning the identity of the trader, the main characteristics of the consumer financial service, the total price to be paid by the consumer to the trader for the consumer financial service including all taxes paid via the trader or, when an exact price cannot be indicated, the basis for the calculation of the price enabling the consumer to verify it, and the existence or absence of the right of withdrawal, including the conditions, time limit and procedures for exercising that right. The rest of the information could be provided via additional pages^{layered}. However, all the information should be provided on a durable medium before the conclusion of the distance contract.	
	Recital 22			
32	(22) When providing pre-contractual information through electronic means, such information should be presented in a clear and comprehensible manner. In this regard, the information could be highlighted, framed and contextualised effectively within the display screen. The technique of layering has been tested and proved to be useful for certain financial services; its uses, namely the	(22) When providing pre-contractual information through electronic means, such information should be presented in a clear and comprehensible manner. In this regard, the information could be highlighted, framed and contextualised effectively within the display screen. The technique of layering has been tested and proved to be useful for certain financial services; its uses, namely the	(22) When providing pre-contractual information through electronic means, such information should be presented in a clear and comprehensible manner. In this regard, the information could be highlighted, framed and contextualised effectively within the display screen. The technique of layering, whereby certain pre-contractual information requirements are deemed key	

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	possibility to present detailed parts of the information through pop-ups or through links to accompanying layers, should be encouraged. A possible manner of providing pre-contractual information is through the ‘tables of contents’ approach using expandable headings. At the top level, consumers could find the main topics, each of which can be expanded by clicking on it, so that the consumers are directed to a more detailed presentation of the relevant information. In this way, the consumer has all the required information in one place, while retaining control over what to review and when. Consumers should have the possibility to download all the pre-contractual information document and to save it as a stand-alone document.	possibility to present detailed parts of the information through pop-ups or through links to accompanying layers, should be encouraged. A possible manner of providing pre-contractual information is through the ‘tables of contents’ approach using expandable headings. At the top level, consumers could find the main topics, each of which can be expanded by clicking on it, so that the consumers are directed to a more detailed presentation of the relevant information. In this way, the consumer has all the required information in one place, while retaining control over what to review and when. <u>On the other hand, overly lengthy and complex descriptions, small print, and extensive use of hyperlinks should be avoided as much as possible, as these are methods that worsen the understanding of consumers.</u> Consumers should have the possibility to download all the pre-contractual information document and to save it as a stand-alone document.	elements and thus placed in a prominent way on the first layer and other has been tested and proved to be useful for certain financial services; its uses, namely the possibility to present detailed parts of the pre-contractual information through pop-ups or through links to are presented in accompanying layers, should be encouraged. A possible manner of providing pre-contractual information is through the ‘tables of contents’ approach using expandable headings. At the top level, consumers could find has been tested and proved to be useful for certain financial services. When making use of the technique of layering pursuant to this Directive, the trader should provide on the first layer of the electronic means at least, the identity and the main topics, each of which can be expanded by clicking on it, so that the consumers are directed to a more detailed presentation of the relevant business of the trader, the main characteristics of the financial service, the total price to be paid by the consumer, notice of the possibility that other taxes or costs may exist and the existence or absence of a right of withdrawal. The other remaining pre-contractual information. It	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			this way, the consumer has requirements could be displayed in other layers. When layering is used all the required information in one place, while retaining control over what to review and when. Consumers should have the possibility to download all the pre-contractual should be easily accessible to the consumer and the use of accompanying layers does not distract the customer's attention from the content of the document and should not obscure key information. It should be possible to print all the parts of the pre-contractual information in one single document and to save it as a stand-alone document.	
32a			(22a) Another possible manner of providing pre-contractual information through electronic means is the 'tables of contents' approach using expandable headings. At the top level, consumers could find the main topics, each of which can be expanded by clicking on it, so that the consumers are directed to a more detailed presentation of the relevant information. In this way, the consumer has all the required information in one place, while	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			retaining control over what to review and when. Consumers should have the possibility to download all the pre-contractual information document and to save it as a stand-alone document.	
Recital 23				
33	(23) Consumers should have a right of withdrawal without penalty and with no obligation to provide justification. When the right of withdrawal does not apply because the consumer has expressly requested the performance of a distance contract before the expiry of the withdrawal period, the trader should inform the consumer of this fact before the start of the performance of the contract.	(23) Consumers should have a right of withdrawal without penalty and with no obligation to provide justification. When the right of withdrawal does not apply because the consumer has expressly requested the performance of a distance contract before the expiry of the withdrawal period, the trader should inform the consumer of this fact before the start of the performance of the contract.	(23) Consumers should have a right of withdrawal without penalty and with no obligation to provide justification. The right of withdrawal should not apply to financial services whose price depends on fluctuation in the financial market outside the trader's control. Certain other products, such as some pension products or insurance-based investment products, could be linked to financial market instruments and, as such, be dependent on fluctuations in the financial market. When the consumer has a right to withdraw from these contracts, the possible loss in value of the financial market instruments should be taken into account in the amount payable to the consumer. When the right of withdrawal does not apply because the consumer has expressly requested the performance of a distance contract before the expiry of the withdrawal period, the	Tech meeting 2/5: CNL to check internally whether they can drop their whole addition.

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			trader should inform the consumer of this fact before the start of the performance of the contract.	
	Recital 23a			
Y	33a		(23a) The withdrawal period should expire 14 calendar days after providing both pre-contractual information and contractual terms and conditions. In order to increase legal certainty, if the consumer has not received that pre-contractual information and contractual terms and conditions, the withdrawal period should expire at the latest 12 months and 14 calendar days after the conclusion of the distance contract. The withdrawal period should not expire if the consumer has not been informed about the right of withdrawal on a durable medium.	Tech meeting 2/5: CNL to check internally the starting point of the withdrawal period - the first part of the paragraph ("after providing both... and..."). EP to check the use of a durable medium, whether it can be added also to the operative part.
	Recital 24			
G	34	(24) In order to ensure the effective exercise of the right of withdrawal, the procedure for the exercise of that right should not be more burdensome than the procedure for the conclusion of the distance contract.	(24) In order to ensure the effective exercise of the right of withdrawal, the procedure for the exercise of that right should not be more burdensome than the procedure for the conclusion of the distance contract.	(24) In order to ensure the effective exercise of the right of withdrawal, the procedure for the exercise of that right should not be more burdensome than the procedure for the conclusion of the distance contract.

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				Text Origin: Commission Proposal
	Recital 25			
R 35	(25) For distance contracts concluded by electronic means, the trader should provide the consumer with the possibility to use a withdrawal button. In order for ensure the effective use of the withdrawal button, the trader should ensure that it is visible and, when the consumer uses the button, the trader should adequately document its use.	(25) For <u>Where the trader offers the possibility of concluding distance contracts concluded by electronic means by means of an online interface, such as through a web-site or application</u>, the trader should provide <u>additional safeguards to ensure that consumers can withdraw from a contract in a visible, simple and rapid manner, and as easily as they were able to conclude it. The trader should provide</u> the consumer with <u>a withdrawal function, in a way that makes it easy for the consumer to find it. The consumer should be able to submit the</u>the possibility to use a withdrawal button. In order for <u>statement and to provide certain information to identify the contract. If the consumer is already identified, for example as a result of logging in, the trader should ensure that the consumer is able to indicate which contract they wish to withdraw from without the necessity of identifying himself or herself again. In order to avoid the unintendedthe effective use of the <u>right of</u> withdrawal button <u>by the consumer</u>, the trader should ensure</u>	(25) For In addition to other existing withdrawal means, such as the form laid down in Annex 1(B) of this Directive, where the trader offers the possibility of concluding distance contracts concluded by electronic means by means of an online interface, such as through a website or application, he should be obliged to enable the consumer to withdraw from such a contract via a button or a similar function on that same interface. This should ensure that consumers can withdraw from a contract just as easily as they can conclude it. To achieve this, the trader is to provide a button or a similar function on the online interface on which the contract is concluded that indicates the possibility of withdrawal. The consumer should be allowed to make the withdrawal statement and to provide or confirm the information necessary to identify the contract. For instance, a the consumer with the possibility to use a withdrawal who has already identified themselves, for example	Tech meeting 4/5: COM proposal for redrafting: - The accessibility element to be moved up to avoid duplication, - addition of identification of the contract, - deletion of examples (to delete "by means that..."), - addition on justification (CNL suggestion), but to streamline it. Tech meeting 27/4: EP with the support of COM to propose redrafting here on the basis of redrafting in line 50c.

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		that it is visible and, when the consumer uses the button, the trader should adequately document its use <u>may consider introducing safeguards such as prior control warning, identification as well as the requirement to confirm the withdrawal once the consumer has submitted the necessary information to identify the contract concerned.</u>	by logging in, could be able to confirm from which service they wish to withdraw without the necessity of providing their name and the identification of the contract. In order to avoid that the consumer withdraws from the contract by accident, the withdrawal statement should be submitted by using a confirmation button. If the consumer ordered multiple goods or services within the same distance contract, the trader can provide the consumer with the possibility to withdraw from part of the contract. In order forto ensure the effective use of the withdrawal button, the trader should ensure that it is available during the withdrawal period, is visible and easily accessible and, when the consumer uses the button, the trader should adequately document its use. The withdrawal button, or similar function, should increase the awareness of consumers of their right of withdrawal and simplify the possibility of benefitting from that right. This is important when it comes to distance selling in general. In these cases, whether it is regarding financial or non-financial products or services, the consumer does not have the possibility to receive explanations	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			in person, to test and inspect where appropriate the good or service to the extent necessary to establish the nature, characteristics and the functioning of the good or service, or to otherwise learn in person about the possibly complex or extensive nature about a product or service. Therefore, this obligation should be laid down not only to distance contracts for financial services, but also to distance contracts for other goods and services where Union law provides a right of withdrawal to enhance the possibilities for consumers to get out of contracts by means of withdrawal.	
Recital 26				
36	(26) Consumers may need assistance in order to decide which financial service is the most appropriate for his or her needs and financial situation. Therefore, Member States should ensure that before the conclusion of a financial service contract at a distance, traders provide such assistance in relation to the financial services which they offer to the consumer, by providing adequate explanations about the relevant information, including the essential	(26) Consumers may need assistance in order to decide which financial service is the most appropriate for his or her needs and financial situation. Therefore, Member States should ensure that before the conclusion of a financial service contract at a distance, traders provide such assistance in relation to the financial services which they offer to the consumer, by providing adequate explanations about the relevant information, including the essential	(26) Consumers, in addition to the pre-contractual information provided to them by the trader, may still may need assistance in order to decide which financial service is the most appropriate for his or her needs and financial situation. The objective of the provision of adequate explanation is to ensure that the consumer understands the financial service offered by the trader before he or she signs the contract. The mere reproduction of the pre-	Tech meeting 27/4: EP and CNL provisionally agree that the timing aspect discussed in the operative part should be included here. Also both provisionally agree to include "free of charge" and "during business hours" (in line 36b). COM: for SMEs, the solution could be recital 13 of GDPR. CNL/COM to suggest redrafting (also as regards structure)

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	characteristics of the products proposed. The obligation of providing adequate explanations is particularly important when consumers intend to conclude a financial service contract at a distance and the trader provides explanations through online tools. In order to ensure that the consumer understands the effects that the contract may have on his or her economic situation, the consumer should always be able to obtain human intervention on behalf of the trader.	characteristics of the products proposed. The obligation of providing adequate explanations is particularly important when consumers intend to conclude a financial service contract at a distance and the trader provides explanations through online tools. In order to ensure that the consumer understands the effects that the contract may have on his or her economic situation, the consumer should always be able to obtain human intervention on behalf of the trader, <u>free of charge, during the business hours of the trader. When implementing this provision, Member States should strive to find proportionate solutions that take into account the specificities of small and micro enterprises.</u>	contractual information could be insufficient and should then be avoided. Therefore, Member States should ensure that before the conclusion of a financial service contract at a distance, traders provide such assistance in relation to the financial services which they offer to the consumer, by providing adequate explanations about the relevant information concerning the essential characteristics of the proposed contract, including the essential characteristics of the products proposed. The obligation of providing adequate explanations is particularly important when consumers intend to conclude a financial service possible ancillary services, and the specific effects that the proposed contract may have on the consumer. With regard to the essential characteristics of the proposed contract at a distance and the trader provides explanations through online tools. In order to ensure that the trader should explain the main features of the offer, such as the total price to be paid by the consumer understands the effects that the contract may have on his or her economic situation to the trader and the description of the main characteristics of the financial service, and its impact on the consumer, including, where	Separate recital to be considered for SMEs (also in line 26a (recital 16a)).

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			applicable, whether the ancillary services can or cannot be terminated separately and the consequences of such termination. With regard to the specific effects of the proposed contract, the trader should also explain the main consequences of non-compliance with the contractual obligations—should always be able to obtain human intervention on behalf of the trader.	
	Recital 26a			
R	36a		(26a) The contracts under this Directive can be of different financial natures and thus can vary considerably. Therefore, Member States could adapt the way in which such explanations are given to the circumstances in which the financial service is offered and to the consumer's need for assistance, taking into account the consumer's knowledge and experience of financial service and its nature.	Tech meeting 27/4: COM to provide redrafting on the basis of what was discussed in the operative part (line 129a).
	Recital 26b			
Y	36b		(26b) The obligation of providing adequate explanations is particularly important when consumers intend to conclude a	Tech meeting 27/4:

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			financial service contract at a distance and the trader provides explanations through online tools such as chatbots, roboadvice, interactive tools or similar means. In order to ensure that the consumer understands the effects that the contract may have on his or her economic situation, the consumer should always be able to obtain human intervention on behalf of the trader, free of charge, during business hours of the trader.	EP provisionally agrees to accept this line 36b, but will check internally.
Recital 27				
37	(27) When concluding financial services contracts at a distance, traders should be prohibited to use the structure, design, function or manner of operation of their online interface in a way that could distort or impair consumers' ability to make a free, autonomous and informed decision or choice.	(27) When concluding financial services contracts at a distance, traders <u>Regulation (EU) 2022/2065 defines dark patterns as practices that materially distort or impair, either on purpose or in effect, the ability of consumers to make autonomous and informed choices or decisions. Those practices can be used to persuade the consumer to engage in unwanted behaviours or into undesired decisions which have negative consequences for them. Providers of financial services</u> should <u>therefore</u> be prohibited to use the structure, design, function or manner of operation of their <u>from deceiving or nudging consumers and from</u>	(27) When concluding financial services contracts at a distance, traders should be prohibited to use the structure, design, function or manner of operation of their online interface in a way that could distort or impair consumers' ability to make a free, autonomous and informed decision or choice.	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>distorting or impairing the autonomy, decision-making, or choice of the consumer via the structure, design or functionalities of an</u> online interface in a way that could distort or impair or a part thereof. This should include, but not be limited to, <u>exploitative design choices to direct the consumer to actions that benefit the provider of financial services, but which may not be in the consumers' ability to make a free, autonomous and informed interests, presenting choices in a non-neutral manner, such as giving more prominence to certain choices through visual, auditory, or other components, when asking the recipient of the service for a decision. Such practices may include making the procedure for terminating a contract more difficult than subscribing to it, using pre-ticked boxes as a way to distort, making certain choices more difficult or time-consuming than others or repeatedly requesting a consumer to make a</u> or choice <u>where such a choice has already been made.</u>		
R 37a		<u>(27a) Consumers may be driven in their decisions by advertising</u>		R

Commission Proposal		EP Mandate	Council Mandate	Draft Agreement
		<u><i>promising a high return on investment, with respect to the promotion of certain financial services which are subject to uncertain future performances. There have been instances in Member States where influencer marketing has misled consumers through advertising speculative high-risk financial services products on social media platforms without warning of the high risk of loss for consumers. To prevent misleading information for consumers, advertising should contain a risk warning. Member States should in this regard take measures to ensure that any persons or companies who would like to advertise a financial services product on social media platforms prominently labels whether he or she has the appropriate competence to do so and that it is clearly mentioned if there is any remuneration for this advertising.</i></u>	PUBLIC	
Recital 28				
38	(28) Directive 2011/83/EU should therefore be amended accordingly.	(28) Directive 2011/83/EU should therefore be amended accordingly.	(28) Directive 2011/83/EU should therefore be amended accordingly.	(28) Directive 2011/83/EU should therefore be amended accordingly. Text Origin: Commission Proposal
Recital 29				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
39	(29) Directive 2002/65/EC should therefore be repealed.	(29) Directive 2002/65/EC should therefore be repealed.	(29) Directive 2002/65/EC should therefore be repealed.	(29) Directive 2002/65/EC should therefore be repealed. Text Origin: Commission Proposal
Recital 30				
40	(30) Since the objective of this Directive, namely, through the achievement of a high level of consumer protection, to contribute to the proper functioning of the internal market, cannot be sufficiently achieved by the Member States and can therefore be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve that objective.	(30) Since the objective of this Directive, namely, through the achievement of a high level of consumer protection, to contribute to the proper functioning of the internal market, cannot be sufficiently achieved by the Member States and can therefore be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve that objective.	(30) Since the objective of this Directive, namely, through the achievement of a high level of consumer protection, to contribute to the proper functioning of the internal market, cannot be sufficiently achieved by the Member States and can therefore be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve that objective.	(30) Since the objective of this Directive, namely, through the achievement of a high level of consumer protection, to contribute to the proper functioning of the internal market, cannot be sufficiently achieved by the Member States and can therefore be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve that objective. Text Origin: Commission Proposal
Recital 31				
41	(31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States	(31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States	(31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States	(31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	and the Commission on explanatory documents¹, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified, ¹. OJ C 369, 17.12.2011, p. 14.	and the Commission on explanatory documents¹, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified, ¹. OJ C 369, 17.12.2011, p. 14.	and the Commission on explanatory documents¹, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified, ¹. OJ C 369, 17.12.2011, p. 14.	and the Commission on explanatory documents¹, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified, ¹. OJ C 369, 17.12.2011, p. 14. Text Origin: Commission Proposal
	Formula			
42	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE: Text Origin: Commission Proposal
	Article 1			
43	Article 1 Amendments to Directive 2011/83/EU	Article 1 Amendments to Directive 2011/83/EU	Article 1 Amendments to Directive 2011/83/EU	Article 1 Amendments to Directive 2011/83/EU Text Origin: Commission Proposal
	Article 1, first paragraph			

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G	44 Directive 2011/83/EU is amended as follows:	Directive 2011/83/EU is amended as follows:	Directive 2011/83/EU is amended as follows:	Directive 2011/83/EU is amended as follows: Text Origin: Commission Proposal
Article 1, first paragraph, point (1)				
G	45 (1) Article 3 is amended as follows:	(1) Article 3 is amended as follows:	(1) Article 3 is amended as follows:	(1) Article 3 is amended as follows: Text Origin: Commission Proposal
Article 1, first paragraph, point (1)(a)				
G	46 (a) the following paragraph (1b) is inserted:	(a) the following paragraph (1b) is inserted:	(a) the following paragraph (1b) is inserted:	(a) the following paragraph (1b) is inserted: Text Origin: Commission Proposal
Article 1, first paragraph, point (1)(a), amending provision, first paragraph, first subparagraph				
R	47 (1b) ‘Articles 1 and 2, Article 3(2), (5) and (6), Article 4, Articles 16a to 16e, Article 19, Articles 21 to 23, Article 24(1), (2), (3) and (4) and Articles 25 and 26 shall apply to distance contracts concluded between a trader and a consumer for the supply of financial services.	(1b) ‘Articles 1 and 2 <u>Only Article 1, Article 2(1)-(7) and (9)-(21), Article 3(2), (5) and (6), Article 4, Article 6a, Article 8(6), Article 11a,</u> Articles 16a to 16e, Article 19, Articles 21 to 23, Article 24(1), (2), (3) and (4) and Articles 25, <u>26 and 27</u> and 26 shall apply to distance contracts concluded between a trader and a consumer for the supply of financial services.	(1b) ‘Only Articles 1 and 2, Article 3(2), (5) and (6), Article 4, Article 6(7), Article 6a, Article 8(6), Article 11a, Articles 16a to 16e and 16d, Article 19, Articles 21 to 23, Article 24(1), (2), (3) and (4) and Articles 25 and 26 Articles 25 to 27 and Article 29 shall apply to distance contracts concluded between a trader and a consumer for the supply of financial services.	Tech meeting 2/5: Art 2(8) of CRD: EP to check with LS the reference to art 2(8), in particular in connection with the recital in line 19a. Art 6(7) of CRD: EP can agree to the principle but will look at this again in art 16a (the reference to art 6(7) can be deleted here if the solution is found in art 16a).

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			PUBLIC	Art 24(2), (3), (4) of CRD: Will be discussed later. Art 29 of CRD: EP to check with LS whether this is legally sound in connection with line 134e. Will be discussed again in line 134e.
	Article 1, first paragraph, point (1)(a), amending provision, first paragraph, second subparagraph			
R 48	Where contracts referred to in the first subparagraph comprise an initial service agreement followed by successive operations or a series of separate operations of the same nature performed over time, the provisions referred to in the first subparagraph shall apply only to the initial agreement.	Where contracts referred to in the first subparagraph comprise an initial service agreement followed by successive operations or a series of separate operations of the same nature performed over time, the provisions referred to in the first subparagraph shall apply only to the initial agreement.	With the exception of Article 21, where contracts referred to in the first subparagraph comprise an initial service agreement followed by successive operations or a series of separate operations of the same nature performed over time, the provisions referred to in the first subparagraph shall apply only to the initial agreement. Where no initial service agreement but the successive operations or the separate operations of the same nature performed over time are performed between the same contractual parties, Articles 16a and 16d shall apply only to the first operation. Where, however, no operation of the same nature is performed for more than one year, the next operation will be deemed to be the first in a new series of operations and,	Tech meeting 2/5: "With the exception of article 21" - EP provisionally agrees, subject to internal check. "Where no initial service agreement..." - provisionally agreed to keep EP placement/structure and keep the same text as in the current DMFSD.

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			accordingly, Articles 16a and 16d shall apply.?	
	Article 1, first paragraph, point (1)(a), amending provision, first paragraph, second subparagraph a			
Y	48a	<u>Where there is no initial service agreement but the successive operations of the same nature are performed over time between the same contractual parties, Articles 16a and 16d shall only apply to the performance of the first operation.</u>		Tech meeting 2/5: Provisionally agreed to keep EP placement/structure and keep the same text as in the current DMFSD.
	Article 1, first paragraph, point (1)(a), amending provision, first paragraph, second subparagraph b			
Y	48b	<u>Where, however, no operation of the same nature is performed for more than one year, the next operation shall be deemed to be the first in a new series of operations and, accordingly, Articles 16a and 16d shall apply thereto.</u>		Tech meeting 2/5: Provisionally agreed to keep EP placement/structure and keep the same text as in the current DMFSD.
	Article 1, first paragraph, point (1)(b)			
G	49	(b) in paragraph 3, point (d) is replaced by the following:	(b) in paragraph 3, point (d) is replaced by the following:	(b) in paragraph 3, point (d) is replaced by the following: Text Origin: Commission Proposal

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Article 1, first paragraph, point (1)(b), amending provision, first paragraph				
Y	50	(d) for financial services, not covered by Article 3(1b).	(d) for financial services, not other than distance contracts covered by Article 3(1b).	(d) for financial services, not covered by Article 3(1b). Tech meeting 2/5: All provisionally agree to go back to COM text. Text Origin: Commission Proposal
Article 1, first paragraph, point (1)(b), amending provision, first paragraph a				
R	50a		(1a) In Article 6 paragraph 1, point (h) is replaced by the following:	Tech meeting 2/5: Agreed on principle, but this will be aligned with the final solution on withdrawal function.
Article 1, first paragraph, point (1)(b), amending provision, first paragraph b				
R	50b		'(h) where a right of withdrawal exists, the conditions, time limit and procedures for exercising that right in accordance with Article 11(1), as well as the model withdrawal form set out in Annex I(B), and, where applicable, information about the existence and placement of the withdrawal button or a similar function referred to in Article 11a;'	Tech meeting 2/5: Agreed on principle, but this will be aligned with the final solution on withdrawal function.

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 1, first paragraph, point (1)(b), amending provision, first paragraph c			
R 50c		<u>(1a) The following Article is inserted:</u> <u>Article 11a</u> <u>Exercise of the right of withdrawal from distance contracts concluded by means of an online interface</u> <u>1. For distance contracts concluded by means of an online interface, the trader shall ensure that the consumer can exercise his or her right to withdraw from the contract by using a withdrawal function.</u> <u>In order to facilitate the exercise by the consumer of his or her right to withdraw from the contract, the withdrawal function shall be labelled in a legible manner, for example containing the words "withdraw from contract" or a corresponding wording, be placed on the online interface in a prominent manner and be easily accessible to the consumer.</u> <u>2. When using the withdrawal function, the consumer shall be allowed to complete and submit by electronic means a withdrawal statement with the following information:</u> <u>(a) the name of the consumer;</u>	(1a) The following Article 11a is inserted: ‘Article 11a Exercise of the right of withdrawal from distance contracts concluded by the means of an online interface 1. For distance contracts concluded by the means of an online interface, the trader shall ensure that the consumer can withdraw from the contract on that same online interface by using a button or a similar function. The button or a similar function shall be labelled in a legible manner and shall contain the words "withdraw from contract here" or a corresponding unambiguous formulation. The withdrawal button or a similar function shall be placed on the online interface in a prominent manner and be easily accessible to the consumer. 2. Using the button or a similar function shall allow the consumer to make the withdrawal statement by providing or confirming the following information:	Tech meeting 27/4: EP position is similar to CNL, the difference is "the same interface" and "withdrawal button/function" - these points are political. For the rest, COM to help with redrafting ("the same interface" and "withdrawal button/function" will be put in brackets). CNL shows openness towards "function" and EP shows openness towards CNL structure (5 paragraphs), subject to internal check. Tech meeting 4/5: COM to check internally how to capture the idea of the confirmation of additional requirements to conclude the withdrawal process, and to propose a recital for this. EP and CNL agree to add UNDUE delay and to put it also in the respective recital (line 35). EP and CNL agree to add to para 3 "...has filled in or CONFIRMED/VALIDATED the information..." COM to propose adjustments to Annex according to the above changes.

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		<u>(b) the identification of the contract;</u> <u>(c) the details of the electronic means by which the confirmation of the withdrawal is to be sent to the consumer.</u> <u>3. The procedure of submitting a withdrawal statement by electronic means shall be labelled in a legible manner and be permanently available during the entire withdrawal period. Once the consumer submits the withdrawal statement, the trader shall, without undue delay and on a durable medium, provide the consumer with a confirmation of the submission of the withdrawal statement, including its contents and the date and time of its submission. The trader shall confirm the withdrawal to the consumer or indicate whether there are further requirements to complete the withdrawal process.</u>	(a) name of the consumer; (b) identification of the contract; (c) details of the electronic means by which the confirmation of the withdrawal shall be sent to the consumer. 3. The withdrawal statement shall be submitted by using a confirmation button or a similar function. The confirmation button or a similar function shall be labelled in a legible manner with the words "withdraw now" or a corresponding unambiguous formulation. 4. Once the consumer uses the confirmation button or a similar function, the consumer shall then automatically receive a confirmation that the withdrawal statement has been submitted, including the date and time of the submission. 5. The trader shall confirm to the consumer without undue delay the content of the withdrawal statement, including the date and time of its receipt, on a durable medium.'	
Article 1, first paragraph, point (2)				
51				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
	(2) The following Chapter is inserted:	(2) The following Chapter is inserted:	(2) The following Chapter is inserted:	(2) The following Chapter is inserted: Text Origin: Commission Proposal	
	Article 1, first paragraph, point (2), amending provision, first paragraph				
G	52 CHAPTER IIIa	CHAPTER IIIa	CHAPTER IIIa	CHAPTER IIIa Text Origin: Commission Proposal	G
	Article 1, first paragraph, point (2), amending provision, second paragraph				
Y	53 RULES CONCERNING FINANCIAL SERVICES CONTRACTS CONCLUDED AT A DISTANCE	RULES CONCERNING FINANCIAL SERVICES CONTRACTS CONCLUDED AT A DISTANCE	RULES CONCERNING FINANCIAL SERVICES DISTANCE CONTRACTS CONCLUDED AT A DISTANCE FOR FINANCIAL SERVICES		Y
	Article 1, first paragraph, point (2), amending provision, third paragraph				
G	54 Article 16a	Article 16a	Article 16a	Article 16a Text Origin: Commission Proposal	G
	Article 1, first paragraph, point (2), amending provision, fourth paragraph				
Y	55				Y

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Information requirements for distance contracts for consumer financial services	Information requirements for distance contracts for consumer financial services	Information requirements for distance contracts for consumer financial services	Information requirements for distance contracts for consumer financial services Tech meeting 4/5: CNL agrees to reinsert "consumer". Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1)				
56	1. Before the consumer is bound by a distance contract, or any corresponding offer, the trader shall provide the consumer with the following information, in a clear and comprehensible manner:	1. <u>Member States shall ensure that</u> before the consumer is bound by a distance contract, or any corresponding offer, the trader shall provide <u>provides</u> the consumer with the following information, in a clear and comprehensible manner:	1. Before the consumer is bound by a distance contract, or any corresponding offer, the trader shall provide the consumer with the following information, in a clear and comprehensible manner in any way appropriate to the means of distance communication used:	1. Before the consumer is bound by a distance contract, or any corresponding offer, the trader shall provide the consumer with the following information, in a clear and comprehensible manner: Tech meeting 4/5: all agree to go back to COM text. Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (a)				
57	(a) the identity and the main business of the trader;	(a) the identity and the main business of the trader;	(a) the identity and the main business of the trader and, where applicable, those of the trader on whose behalf he is acting;	(a) the identity and the main business of the trader <u>and, where applicable, those of the trader on whose behalf he is acting;</u> Tech meeting 4/5: EP agrees to accept CNL text (subject to internal check). Text Origin: Council Mandate

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (b)			
Y 58	(b) the geographical address at which the trader is established as well as the trader's telephone number and email address; in addition, where the trader provides other means of online communication which guarantee that the consumer can keep any written correspondence, including the date and time of such correspondence, with the trader on a durable medium, the information shall also include details of those other means; all those means of communication provided by the trader shall enable the consumer to contact the trader quickly and communicate with him efficiently; where applicable, the trader shall also provide the geographical address and identity of the trader on whose behalf he is acting;	(b) the geographical address at which the trader is established as well as the trader's telephone number and email address <u>or other means of safe electronic communication</u> ; in addition, where the trader provides other means of online communication which guarantee that the consumer can keep any written correspondence, including the date and time of such correspondence, with the trader on a durable medium, the information shall also include details of those other means; all those means of communication provided by the trader shall enable the consumer to contact the trader quickly and communicate with him efficiently; where applicable, the trader shall also provide the <u>identity and relevant information about the trader, such as the geographical address, telephone number and email address, and identity of the trader</u> on whose behalf he <u>or she</u> is acting;	(b) the geographical address at which the trader is established as well as the trader's telephone number and email address; in addition, where the trader provides or details of other means of online communication which guarantee that the consumer can keep any written correspondence, including the date and time of such correspondence, with provided by the trader, and where applicable, that of the trader on a durable medium, the information shall also include details of those other means whose behalf he is acting ; all those means of communication provided by the trader shall enable the consumer to contact the trader quickly and communicate with him efficiently; where applicable, the trader shall also provide the geographical address and identity of and guarantee that the consumer can keep any written correspondence with the trader on whose behalf he is acting; a durable medium ;	Tech meeting 4/5: EP to check internally all their additions and to come back. EP open to CNL structure.
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (c)			
Y 59				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	(c) if different from the address provided in accordance with point (b), the geographical address of the place of business of the trader, and, where applicable, that of the trader on whose behalf he is acting, where the consumer can address any complaints;	(c) if different from the address provided in accordance with point (b), the geographical address of the place of business of the trader, and <u>the relevant contact details where the consumer can address any complaints to the trader, and</u> where applicable, that of the trader on whose behalf he is acting, <u>where the consumer can address any complaints or she is acting;</u>	(c) if different from the address provided in accordance with point (b), the geographical information on where the consumer can address of the place of business of any complaints to the trader, and, where applicable, that of the trader on whose behalf he is acting, where the consumer can address any complaints;	Tech meeting 4/5: EP agree to accept CNL text but keep "the relevant contact details"
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (d)				
60	(d) where the trader is registered in a trade or similar public register, the trade register in which the trader is entered and the registration number or an equivalent means of identification in that register;	(d) where the trader is registered in a trade or similar public register, the trade register in which the trader is entered and the registration number or an equivalent means of identification in that register;	(d) where the trader is registered in a trade or similar public register, the trade register in which the trader is entered and the registration number or an equivalent means of identification in that register;	(d) where the trader is registered in a trade or similar public register, the trade register in which the trader is entered and the registration number or an equivalent means of identification in that register; Tech meeting 4/5: EP can accept CNL text. Text Origin: Council Mandate
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (e)				
61	(e) where the trader's activity is subject to an authorisation scheme, the particulars of the relevant supervisory authority;	(e) where the trader's activity is subject to an authorisation scheme, the particulars of the relevant supervisory authority;	(e) where the trader's activity is subject to an authorisation scheme, the particulars name, address, website and any other contact information of the relevant supervisory authority;	(e) where the trader's activity is subject to an authorisation scheme, the particulars <u>name, address, website and any other contact information</u> of the relevant supervisory authority;

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				Tech meeting 4/5: EP can accept CNL text. Text Origin: Council Mandate
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (f)				
62	(f) a description of the main characteristics of the financial service;	(f) a description of the main characteristics of the financial service;	(f) a description of the main characteristics of the financial service;	(f) a description of the main characteristics of the financial service; Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (g)				
63	(g) the total price to be paid by the consumer to the trader for the financial service, including all related fees, charges and expenses, and all taxes paid via the trader or, when an exact price cannot be indicated, the basis for the calculation of the price enabling the consumer to verify it;	(g) the total price to be paid by the consumer to the trader for the financial service, including all related fees, charges and expenses, and all taxes paid via the trader or, when an exact price cannot be indicated, the basis for the calculation of the price enabling the consumer to verify it;	(g) the total price to be paid by the consumer to the trader for the financial service, including all related fees, charges and expenses, and all taxes paid via the trader or, when an exact price cannot be indicated, the basis for the calculation of the price enabling the consumer to verify it;	(g) the total price to be paid by the consumer to the trader for the financial service, including all related fees, charges and expenses, and all taxes paid via the trader or, when an exact price cannot be indicated, the basis for the calculation of the price enabling the consumer to verify it; Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (ga)				
63a		<u>(ga) where applicable, information on the consequences of non-compliance with the financial</u>		Tech meeting 4/5: CNL to check internally the proposed wording;

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		<u>services contract, such as late or missed payments;</u>		"where applicable, information on the consequences of late or missed payments;"
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (h)				
G	64	(h) where applicable, that the price was personalised on the basis of automated decision-making;	(h) where applicable, that the price was personalised on the basis of automated decision-making;	(h) where applicable, that the price was personalised on the basis of automated decision-making; Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (i)				
Y	65	(i) where relevant notice indicating that the financial service is related to instruments involving special risks related to their specific features or the operations to be executed or whose price depends on fluctuations in the financial markets outside the trader's control and that historical performances are no indicators for future performances;	(i) where relevant applicable , notice indicating that the financial service is related to instruments involving special risks related to their specific features or the operations to be executed or whose price depends on fluctuations in the financial markets outside the trader's control and that historical performances are no not indicators for future performances;	(i) where relevant applicable , notice indicating that the financial service is related to instruments involving special risks related to their specific features or the operations to be executed or whose price depends on fluctuations in the financial markets outside the trader's control and that historical performances are no not indicators for future performances; Tech meeting 4/5: EP agrees to CNL text. Text Origin: Council Mandate
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (j)				
G	66	(j) notice of the possibility that other taxes and/or costs may exist	(j) notice of the possibility that other taxes and/or costs may exist	(j) notice of the possibility that other taxes and/or costs may exist

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	that are not paid via the trader or imposed by him;	that are not paid via the trader or imposed by him;	that are not paid via the trader or imposed by him;	that are not paid via the trader or imposed by him; Text Origin: Commission Proposal
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (k)			
Y	67 (k) any limitations of the period for which the information provided is valid;	(k) any limitations of the period for which the information provided is valid;	(k) any limitations of the period for which the information provided in accordance with this paragraph is valid;	(k) any limitations of the period for which the information provided <u>in accordance with this paragraph</u> is valid; Tech meeting 4/5: EP agrees to accept CNL text. Text Origin: Council Mandate
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (l)			
G	68 (l) the arrangements for payment and for performance;	(l) the arrangements for payment and for performance;	(l) the arrangements for payment and for performance;	(l) the arrangements for payment and for performance; Text Origin: Commission Proposal
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (m)			
Y	69 (m) any specific additional cost for the consumer of using the means of distance communication, if such additional cost is charged;	(m) any specific additional cost for the consumer of using the means of distance communication, if such additional cost is charged;	(m) any specific additional costs costs, beside the basic rate , for the consumer of using the means of distance communication for the conclusion of the contract , if such additional cost costs are charged;	

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	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (n)			
R	70	(n) where applicable, a brief description of the risk-reward profile;	(n) where applicable, a brief description of the risk-reward profile;	
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (o)			
R	71	(o) where applicable, information on any environmental or social objectives targeted by the financial service;	(o) where applicable , information on any environmental or social objectives targeted by <u>the financial service, where environmental or social factors are integrated into the investment strategy of</u> the financial service;	
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (p)			
Y	72	(p) the existence or absence of a right of withdrawal and, where the right of withdrawal exists, its duration and the conditions for exercising it including information on the amount which the consumer may be required to pay, as well as the consequences of non-exercise of that right;	(p) the existence or absence of a right of withdrawal and, where the right of withdrawal exists, its duration and the conditions for exercising it including information on the amount <u>fees</u> which the consumer may be required to pay, as well as the consequences of non-exercise of that right;	(p) the existence or absence of a right of withdrawal and, where the right of withdrawal exists, its duration and the conditions for exercising it including information on the amount which the consumer may be required to pay in accordance with Article 16c(1) and procedures for exercising the right of withdrawal, inter alia, the address or details of the means of communication relevant for sending the withdrawal statement and for financial contracts concluded by the means of an online interface information about the existence and placement

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			of the withdrawal button or a similar function, referred to in Article 11a, as well as the consequences of non-exercise of that right;	
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (q)			
y	73 (q) the minimum duration of the distance contract in the case of financial services to be performed permanently or recurrently;	(q) the minimum duration of the distance contract in the case of financial services to be performed permanently or recurrently;	(q) where applicable , the minimum duration of the distance contract in the case of financial services to be performed permanently or recurrently;	
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (r)			
g	74 (r) information on any rights the parties may have to terminate the contract early or unilaterally by virtue of the terms of the distance contract, including any penalties imposed by the contract in such cases;	(r) information on any rights the parties may have to terminate the contract early or unilaterally by virtue of the terms of the distance contract, including any penalties imposed by the contract in such cases;	(r) information on any rights the parties may have to terminate the contract early or unilaterally by virtue of the terms of the distance contract, including any penalties imposed by the contract in such cases;	(r) information on any rights the parties may have to terminate the contract early or unilaterally by virtue of the terms of the distance contract, including any penalties imposed by the contract in such cases; Text Origin: Commission Proposal
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (s)			
y	75 (s) practical instructions for exercising the right of withdrawal indicating, inter alia, the address or email address to which the notification of a withdrawal should	(s) practical instructions for exercising the right of withdrawal indicating, inter alia, the address, <u>email address or other electronic means of communications</u> or email	(s) practical instructions for exercising the right of withdrawal indicating, inter alia, the address or email address to which the notification of a withdrawal should	

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	be sent and for financial contracts concluded by electronic means, information about the existence and placement of the withdrawal button, referred to in Article 16d;	address to which the notification of a withdrawal should be sent and for financial contracts concluded by electronic means , information about the existence and placement of the withdrawal button <u>function</u> , referred to in Article 16d <u>11a</u> ;	be sent and for financial contracts concluded by electronic means, information about the existence and placement of the withdrawal button, referred to in Article 16d;	
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (t)			
y	76	(t) any contractual clause on law applicable to the distance contract and/or on competent court;	(t) any contractual clause on law applicable to the distance contract and/or on competent court;	y
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (u)			
y	77	(u) in which language, or languages, the contractual terms and conditions, and the prior information referred to in this Article are supplied, and furthermore in which language, or languages, the trader, with the agreement of the consumer, undertakes to communicate during the duration of this distance contract;	(u) in which language, or languages, the contractual terms and conditions, and the prior information referred to in this Article are supplied, and furthermore in which language, or languages, the trader, with the agreement of the consumer, undertakes to communicate during the duration of this <u>the</u> distance contract;	y
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (v)			
g	78	(v) where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is	(v) where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is	g

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	subject, and the methods for having access to it.	subject, and the methods for having access to it.	subject, and the methods for having access to it-;	subject, and the methods for having access to it. Text Origin: Commission Proposal
Y	78a		(x) the existence of guarantee funds or other compensation arrangements, not covered by Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes and Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor compensation schemes.	
Y	78b	<u>(va) where applicable, the existence of guarantee funds or other compensation arrangements;</u>		
Y	78c	<u>1a. The trader shall provide the information referred to in this paragraph in good time before the consumer is bound by any distance contract.</u>		

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		This should be an unnumbered last subparagraph of paragraph 1.		
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), first subparagraph			
R	79	2. In the case of telephone communications, the identity of the trader and the commercial purpose of the call initiated by the trader shall be made explicitly clear at the beginning of any conversation with the consumer.	2. In the case of telephone communications <u>or other distance communication techniques initiated by the trader</u> , the identity of the trader and the commercial purpose of the call initiated by the trader <u>or communication</u> shall be made explicitly clear at the beginning of any conversation <u>communication</u> with the consumer.	2. In the case of telephone communications, the identity of the trader and the commercial purpose of the call initiated by the trader shall be made explicitly clear at the beginning of any conversation with the consumer. The trader shall also notify the consumer when the call is or may be recorded.
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), second subparagraph			
R	80	Where the consumer explicitly agrees to continue the telephone communications, by way of derogation from paragraph 1, only the information referred to in points (a), (f), (g), and (p) of that paragraph needs to be provided.	Where the consumer explicitly agrees to continue the <u>In the case of</u> telephone communications <u>communication</u> <u>and</u> by way of derogation from paragraph 1, <u>if the consumer explicitly agrees to continue the telephone communication</u> , only the information referred to in points (a), (f), (g), (ga), (j) , and (p) of that paragraph, <u>and, where applicable, information that the financial service is related to instruments involving risks</u> , needs to be provided <u>by the trader before the</u>	Where the consumer explicitly agrees to continue the telephone communications, by way of derogation from paragraph 1, only the information referred to in points (a), (f), (g), and (p) of that paragraph needs to be provided.

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		<u>consumer is bound by the distance contract.</u>		
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), third subparagraph			
Y	81 The trader shall inform the consumer of the nature and the availability of the other information referred to in paragraph 1 and shall provide that information when fulfilling obligations under paragraph 3.	<u>The remaining information referred to in paragraph 1 shall be provided immediately after the conclusion of the contract when fulfilling the obligations under paragraph 3 and on a durable medium.</u> The trader shall inform the consumer of the nature and the availability of the other information referred to in paragraph 1 and shall provide that information when fulfilling obligations under paragraph 3.	By way of derogation from paragraph 1, if the consumer explicitly agrees, the trader may provide only the information referred to in points (a), (f), (g), (j) and (p) of that paragraph. In that case the trader shall inform the consumer of the nature and the availability of the other information referred to in paragraph 1 and shall provide that information when fulfilling obligations under paragraph 3.	
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (3), first subparagraph			
Y	82 3. The trader shall provide the information referred to in paragraph 1 at least one day before the consumer is bound by any distance contract.	<i>deleted</i>	3. The trader shall provide the information referred to in paragraph 1 at least one day in good time before the consumer is bound by any distance contract or any corresponding offer.	
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (3), second subparagraph			
R	83 When the information referred to in paragraph 1 is provided less than one day before the consumer is bound by the distance contract,	When the information referred to in paragraph 1 is provided less than one day before the consumer is bound by the distance contract,	When the information referred to in paragraph 1 is provided less than one day before the consumer is bound by the distance contract,	

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	Member States shall require that the trader sends a reminder, on a durable medium, to the consumer of the possibility to withdraw from the distance contract and of the procedure to follow for withdrawing, in accordance with Article 16b. That reminder shall be provided to the consumer, at the latest, one day after the conclusion of the distance contract.	Member States shall require that the trader sends a reminder, on a durable medium, to the consumer of the possibility to withdraw from the distance contract and of the procedure to follow for withdrawing, in accordance with Article 16b. That reminder shall be provided to the consumer, <u>between one and seven days</u> at the latest, one day after the conclusion of the distance contract.	Member States shall require that the trader sends a reminder, on a durable medium, to the consumer of the possibility to withdraw from the distance contract and of the procedure to follow for withdrawing, in accordance with Article 16b. That reminder shall be provided to the consumer, at the latest, one day after the conclusion of the distance contract.	
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (4), first subparagraph			
Y	84 4. The information referred to in paragraph 1 shall be made available to the consumer on a durable medium and laid out in a way that is easy to read, using characters of readable size.	4. The information referred to in paragraph 1 shall be made available <u>provided</u> to the consumer on a durable medium and laid out in a way that is easy to read, using characters of readable size.	4. The information referred to in paragraph 1 shall be made available provided to the consumer on a durable medium and be easy to read . The information referred to in paragraph 1 shall be provided upon request in an appropriate format to consumers with disabilities, including those with a visual impairment laid out in a way that is easy to read, using characters of readable size.	
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (4), second subparagraph			
R	85 Except for the information referred to in paragraph 1, points (a), (f), (g), and (p), the trader shall be permitted	Except for the information referred to in paragraph 1, points (a), (f), (g), <u>(ga), (n)</u> and (p), the trader shall be	4a. Except for the information referred to in paragraph 1, points (a), (f), (g), (j) , and (p), the trader	

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	to layer the information where it is provided by electronic means.	permitted to layer the information where it is provided by electronic means.	shall be permitted to layer the information where it is provided by electronic means.	
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (4), third subparagraph			
Y	86 In case the trader decides to layer the information, it shall be possible to print the information referred to in paragraph 1 as one single document.	In case the trader decides to layer the information, it shall be possible to print the information referred to in paragraph 1 as one single document.	In case the trader decides to layer the information of layering of information, it shall be possible to view, save and print the information referred to in paragraph 1 as one single document. The trader shall ensure that the consumer is presented with all the pre-contractual information referred to in paragraph 1 in its entirety before the conclusion of the distance contract.	Y
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (4), fourth subparagraph			
Y	87 Where colours are used to provide the information referred to in paragraph 1, they shall not diminish the comprehensibility of the information if the key information document is printed or photocopied in black and white.	Where colours are used to provide the information referred to in paragraph 1, they shall not diminish the comprehensibility of the information if the key information document is printed or photocopied in black and white.	Where colours are used to provide the information referred to in paragraph 1, they shall not diminish the comprehensibility of the information if the key information document is printed or photocopied in black and white.	Y
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (4), fifth subparagraph			
Y	88 The information referred to in paragraph 1 shall be made available upon request in an appropriate	The information referred to in paragraph 1 shall be made available upon request in an appropriate <u>and accessible</u> format to consumers with	The information referred to in paragraph 1 shall be made available upon request in an appropriate	Y

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	format to consumers with a visual impairment.	<u>disabilities, including consumers with a visual impairment in line with Directive (EU) 2019/882.</u>	format to consumers with a visual impairment.	
R	88a		4b. By way of derogation from paragraph (3) and (4a), if the contract has been concluded at the consumer's request using a means of distance communication which does not enable providing the information referred to in paragraph 1 in accordance with paragraph 4 in good time before the consumer is bound by the distance contract or any corresponding offer, the trader shall provide that information in accordance with paragraph 4 immediately after the conclusion of the contract.	
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (5)			
G	89	5. As regards compliance with the information requirements laid down in this Article, the burden of proof shall be on the trader.	5. As regards compliance with the information requirements laid down in this Article, the burden of proof shall be on the trader.	5. As regards compliance with the information requirements laid down in this Article, the burden of proof shall be on the trader. <u>Text Origin: Commission Proposal</u>
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (5a)			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
R	89a		5a. Member States may adopt or maintain more stringent provisions on information requirements than those referred to in this Article.	Tech meeting 4/5: Will be discussed later.
Article 1, first paragraph, point (2), amending provision, numbered paragraph (6)				
Y	90	6. Where another Union act governing specific financial services contains rules on the information to be provided to the consumer prior to the conclusion of the contract, only the pre-contractual information requirements of that Union act shall apply to those specific financial services, unless provided otherwise in that act.	6. Where another Union act governing specific financial services contains rules on the information to be provided to the consumer prior to the conclusion of the contract, only the pre-contractual information requirements rules of that Union act shall apply to those specific financial services, irrespective of the level of detail of these rules , unless provided otherwise in that act. Where another Union act governing specific financial services does not contain rules on information about the right of withdrawal, the trader shall inform the consumer about the existence or absence of such a right in accordance with Article 16a(1), point (p).	Tech meeting 2/5: EP can provisionally agree (subject to internal check) the addition "irrespective of the level of detail of these rules", as well as the 2nd CNL addition. COM to check on the EP addition "In that case...".
Y	90a	<u>6a. The rules concerning consumer financial services</u>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u><i>concluded at a distance shall not apply to services provided on a strictly occasional basis and outside a commercial structure dedicated to the conclusion of distance contracts.</i></u>		
Article 1, first paragraph, point (2), amending provision, eleventh paragraph				
91	Article 16b	Article 16b	Article 16b	Article 16b Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, twelfth paragraph				
92	Right of withdrawal from distance contracts for financial services	Right of withdrawal from distance contracts for financial services	Right of withdrawal from distance contracts for financial services	Right of withdrawal from distance contracts for financial services Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), first subparagraph				
93	1. The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from a contract without penalty and without giving any reason.	1. The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from a contract without penalty and without giving any reason. <u><i>This period shall be extended to 30 calendar days in distance contracts relating to personal pension operations.</i></u>	1. The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from a contract without penalty and without giving any reason. This period shall be extended to 30 calendar days in distance contracts relating to personal pension operations.	1. The Member States shall ensure that the consumer shall have a period of 14 calendar days to withdraw from a contract without penalty and without giving any reason. <u><i>This period shall be extended to 30 calendar days in distance contracts relating to personal pension operations.</i></u> Text Origin: EP Mandate

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph			
G	94 The period for withdrawal referred to in the first subparagraph shall begin from one of the following days:	The period for withdrawal referred to in the first subparagraph shall begin from one of the following days:	The period for withdrawal referred to in the first subparagraph shall begin from one of the following days:	The period for withdrawal referred to in the first subparagraph shall begin from one of the following days: Text Origin: Commission Proposal
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph, point (a)			
G	95 (a) the day of the conclusion of the distance contract,	(a) the day of the conclusion of the distance contract,	(a) the day of the conclusion of the distance contract,	(a) the day of the conclusion of the distance contract, Text Origin: Commission Proposal
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph, point (b)			
G	96 (b) the day on which the consumer receives the contractual terms and conditions and the information in accordance with Article 16a, if that is later than the date in point (a) of this subparagraph.	(b) the day on which the consumer receives the contractual terms and conditions and the information in accordance with Article 16a, if that is later than the date in point (a) of this subparagraph.	(b) the day on which the consumer receives the contractual terms and conditions and the information in accordance with Article 16a, if that is later than the date in point (a) of this subparagraph.	(b) the day on which the consumer receives the contractual terms and conditions and the information in accordance with Article 16a, if that is later than the date in point (a) of this subparagraph. Text Origin: Commission Proposal
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), third subparagraph			
Y	96a	<u>If the consumer has not received the contractual terms and</u>	If the consumer has not received the contractual terms and	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>conditions or the information in accordance with Article 16a, the withdrawal period shall in any case expire 12 months and 14 days after the conclusion of the distance contract.</u>	conditions and the information in accordance with Article 16a, the withdrawal period shall expire 12 months and 14 calendar days after the conclusion of the contract. This shall not apply if the consumer has not been informed about his right of withdrawal in accordance with Article 16a(1), point (p).	Tech meeting 2/5: EP and CNL can provisionally agree (both subject to internal check) to use "contractual terms and conditions AND the information..." (from CNL mandate), and "shall in any case expire..." (from EP mandate).
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph, point (bb)			
Y	96b	<u>This shall not apply if the consumer has not been informed at all about their right of withdrawal in accordance with Article 16a point (p).</u>		Tech meeting 2/5: EP to check with LS the question of "at all", whether it is legally sound.
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph, point (bc)			
Y	96c	<u>The period of withdrawal shall in any case lapse where both parties completely fulfilled the contract in accordance with paragraph 2(c) of this Article.</u>		Tech meeting 2/5: EP provisionally agrees to delete this line (subject to internal check).
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (2)			
G	97	2. The right of withdrawal shall not apply to the following:	2. The right of withdrawal shall not apply to the following:	2. The right of withdrawal shall not apply to the following: Text Origin: Commission Proposal

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), point (a)			
Y	98 (a) consumer financial services whose price depends on fluctuations in the financial market outside the traders control, which may occur during the withdrawal period, such as services related to:	(a) consumer financial services whose price depends on fluctuations in the financial market outside the traders control, which may occur during the withdrawal period, such as services related to:	(a) consumer financial services whose price depends on fluctuations in the financial market outside the traders control, which may occur during the withdrawal period, such as services related to:	(a) consumer financial services whose price depends on fluctuations in the financial market outside the traders control, which may occur during the withdrawal period, such as services related to: Tech meeting 2/5: EP and CNL agree to keep "consumer" here. Text Origin: Commission Proposal
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), point (a), first indent			
G	99 - foreign exchange;	- foreign exchange;	- foreign exchange;	- foreign exchange; Text Origin: Commission Proposal
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), point (a), second indent			
Y	99a		- money market instruments;	- <u>money market instruments</u> ; Tech meeting 2/5: EP can provisionally agree with CNL text. Text Origin: Council Mandate
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), point (a), second indent			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Y	100 - money market instruments; transferable securities;	- money market instruments; transferable securities;	- money market instruments; transferable securities;	- money market instruments; transferable securities; Tech meeting 2/5: EP can provisionally agree with CNL text. Text Origin: Council Mandate
Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), point (a), third indent				
G	101 - units in collective investment undertakings;	- units in collective investment undertakings;	- units in collective investment undertakings;	- units in collective investment undertakings; Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), point (a), fourth indent				
G	102 - financial-futures contracts, including equivalent cash-settled instruments;	- financial-futures contracts, including equivalent cash-settled instruments;	- financial-futures contracts, including equivalent cash-settled instruments;	- financial-futures contracts, including equivalent cash-settled instruments; Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), point (a), fifth indent				
G	103 - forward interest-rate agreements (FRAs);	- forward interest-rate agreements (FRAs);	- forward interest-rate agreements (FRAs);	- forward interest-rate agreements (FRAs); Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), point (a), sixth indent				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
G	104	- interest-rate, currency and equity swaps;	- interest-rate, currency and equity swaps;	- interest-rate, currency and equity swaps; Text Origin: Commission Proposal	G
Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), point (a), seventh indent					
G	105	- options to acquire or dispose of any instruments referred to in this point including equivalent cash-settled instruments. This category includes in particular options on currency and on interest rates;	- options to acquire or dispose of any instruments referred to in this point including equivalent cash-settled instruments. This category includes in particular options on currency and on interest rates;	- options to acquire or dispose of any instruments referred to in this point including equivalent cash-settled instruments. This category includes in particular options on currency and on interest rates; Text Origin: Commission Proposal	G
Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), point (a), eighth indent					
Y	106	- crypto-assets as defined in [Article 3(1)(2) of Commission Proposal for a Regulation of the European Parliament and of the Council on Markets in Crypto-assets, and amending Directive (EU) 2019/193 24.9.2020 COM(2020) 593 final].	<i>deleted</i>	- crypto-assets as defined in [Article 3(1)(2) of Commission Proposal for a Regulation of the European Parliament and of the Council on Markets in Crypto-assets, and amending Directive (EU) 2019/193 24.9.2020 COM(2020) 593 final].; Tech meeting 2/5: CNL will check internally whether this line can be deleted.	Y
Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), point (b)					
G	107	(b) travel and baggage insurance policies or similar short-term	(b) travel and baggage insurance policies or similar short-term	(b) travel and baggage insurance policies or similar short-term	G

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	insurance policies of less than one month's duration;	insurance policies of less than one month's duration;	insurance policies of less than one month's duration;	insurance policies of less than one month's duration; Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (2), point (c)				
108	(c) contracts whose performance has been fully completed by both parties at the consumer's express request before the consumer exercises his right of withdrawal.	(c) contracts whose performance has been fully completed by both parties at the consumer's express request before the consumer exercises his right of withdrawal.	(c) contracts whose performance has been fully completed by both parties at the consumer's express request before the consumer exercises his right of withdrawal.	(c) contracts whose performance has been fully completed by both parties at the consumer's express request before the consumer exercises his right of withdrawal. Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (3)				
109	3. The consumer shall have exercised his right of withdrawal within the withdrawal period referred to in paragraph 1 if the communication concerning the exercise of the right of withdrawal is sent or the withdrawal button referred to in paragraph 5 is activated by the consumer before that period has expired.	3. The consumer shall have exercised his <u>exercise his or her</u> right of withdrawal within the withdrawal period referred to in paragraph 1 if the communication concerning the exercise of the right of withdrawal is sent or the withdrawal button <u>function</u> referred to in paragraph 5 <u>Article 11a</u> is activated by the consumer before that period has expired.	3. The consumer shall have exercised his right of withdrawal within the withdrawal period referred to in paragraph 1 if the communication concerning the exercise of the right of withdrawal is sent or the withdrawal button or a similar function referred to in paragraph 5 is activated Article 11a is used by the consumer before that period has expired.	3. The consumer shall have exercised his <u>or her</u> right of withdrawal within the withdrawal period referred to in paragraph 1 if the communication concerning the exercise of the right of withdrawal is sent or the withdrawal /button <u>or a similar function/</u> referred to in paragraph 5 is activated <u>Article 11a is used</u> by the consumer before that period has expired. Tech meeting 2/5: EP can provisionally agree with CNL text here, but with the wording "exercise his or her" (as in EP mandate).

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				Text Origin: Council Mandate
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (3a)			
Y	109a	<u>3a. Where an ancillary service relating to the distance contract for financial service is provided by the trader or by the third party on the basis of an agreement between that third party and the trader, this ancillary contract shall be automatically terminated, without any costs for the consumer, if the consumer exercises his or her right of withdrawal in accordance with this Article.</u>		Tech meeting 2/5: CNL to check with their LS, whether "additional costs" is acceptable. All three institutions to check the wording of this line and line 113a.
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (4)			
G	110	4. This Article shall be without prejudice to any rule of national law establishing a period of time during which the performance of the contract may not begin.	4. This Article shall be without prejudice to any rule of national law establishing a period of time during which the performance of the contract may not begin.	4. This Article shall be without prejudice to any rule of national law establishing a period of time during which the performance of the contract may not begin. Text Origin: Commission Proposal
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (5), first subparagraph			
G	111	5. Member States shall ensure that, for distance contracts concluded by electronic means, the trader provides a possibility to use a	<i>deleted</i>	5. Member States shall ensure that, for distance contracts concluded by electronic means, the trader provides a possibility to use a 5. Member States shall ensure that, for distance contracts concluded by electronic means, the trader provides a possibility to use a

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	withdrawal button in order to facilitate the consumer's exercise of the right of withdrawal. Such button shall be clearly labelled with the words 'Withdraw from Contract' or a corresponding unambiguous formulation.		withdrawal button in order to facilitate the consumer's exercise of the right of withdrawal. Such button shall be clearly labelled with the words 'Withdraw from Contract' or a corresponding unambiguous formulation.	withdrawal button in order to facilitate the consumer's exercise of the right of withdrawal. Such button shall be clearly labelled with the words 'Withdraw from Contract' or a corresponding unambiguous formulation. Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (5), second subparagraph				
112	The withdrawal button shall be placed in a prominent manner and permanently available during the entire withdrawal period on the same electronic interface as the one used to conclude the distance contract. In addition, the trader may also provide the withdrawal button through another channel.	<i>deleted</i>	The withdrawal button shall be placed in a prominent manner and permanently available during the entire withdrawal period on the same electronic interface as the one used to conclude the distance contract. In addition, the trader may also provide the withdrawal button through another channel.	The withdrawal button shall be placed in a prominent manner and permanently available during the entire withdrawal period on the same electronic interface as the one used to conclude the distance contract. In addition, the trader may also provide the withdrawal button through another channel. Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (5), third subparagraph				
113	The trader shall ensure that the activation of the withdrawal button results in an instant confirmation notice to the consumer that the right of withdrawal has been exercised, which shall include the date and time of the exercise of the right of withdrawal. Confirmation of the	<i>deleted</i>	The trader shall ensure that the activation of the withdrawal button results in an instant confirmation notice to the consumer that the right of withdrawal has been exercised, which shall include the date and time of the exercise of the right of withdrawal. Confirmation of the	The trader shall ensure that the activation of the withdrawal button results in an instant confirmation notice to the consumer that the right of withdrawal has been exercised, which shall include the date and time of the exercise of the right of withdrawal. Confirmation of the

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	exercise of the right of withdrawal shall be provided by the trader to the consumer on a durable medium.		exercise of the right of withdrawal shall be provided by the trader to the consumer on a durable medium.	exercise of the right of withdrawal shall be provided by the trader to the consumer on a durable medium. Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (5), third subparagraph a				
y	113a		5a. Where an ancillary service relating to the distance contract for financial service is provided by the trader or by the third party on the basis of an agreement between that third party and the trader, this ancillary contract shall be terminated, without any penalty for the consumer, if the consumer exercises his right of withdrawal in accordance with this Article.	Tech meeting 2/5: CNL to check with their LS, whether "additional costs" is acceptable. All three institutions to check the wording of this line and line 109a.
Article 1, first paragraph, point (2), amending provision, numbered paragraph (6)				
y	114	6. Where another Union act governing specific financial services contains rules on the exercise of the right of withdrawal, only the right of withdrawal rules of that Union act shall apply to those specific financial services, unless provided otherwise in that act.	6. Where another Union act governing specific financial services contains rules on the exercise of right of withdrawal , only the right of withdrawal rules of that Union act shall apply to those specific financial services, unless provided otherwise in that act. Where there exists an option for Member States to choose between, only the right of withdrawal and an	Tech meeting 2/5: EP agrees provisionally (subject to internal check) to accept CNL text. COM to check the EP addition in the end.

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			alternative, such as reflection period, only the corresponding rules of that Union act shall apply to those specific financial services, unless provided otherwise in that act.	
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (6a)			
R	114a		6a. By way of derogation from this article, Member States may choose to instead apply the following provisions to the following financial services with regards to the right of withdrawal or a reflection period:	Tech meeting 2/5: EP will check internally, but open to the principle. COM to have a look at a review clause, CNL to have a look at a recital addressing non-fragmentation.
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (6a), point a			
R	114b		a) Article 14(6) of Directive 2014/17/EU of the European Parliament and of the Council¹ to credit agreements exempted from the scope according to Article 3(2) of Directive 2014/17/EU of the European Parliament and of the Council, and 1. Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (OJ L 60, 28.2.2014, p. 34).	Tech meeting 2/5: EP will check internally, but open to the principle. COM to have a look at a review clause, CNL to have a look at a recital addressing non-fragmentation.

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (6a), point b			
R	114c		b) Articles 14 and 15 of Directive 2008/48/EC of the European Parliament and of the Council¹ to credit agreements exempted from the scope according to Article 2(2) of Directive 2008/48/EC of the European Parliament and of the Council. 1. Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC (OJ L 133, 22.5.2008, p.66).	Tech meeting 2/5: EP will check internally, but open to the principle. COM to have a look at a review clause, CNL to have a look at a recital addressing non-fragmentation.
	Article 1, first paragraph, point (2), amending provision, nineteenth paragraph			
G	115	Article 16c	Article 16c	Article 16c Text Origin: Commission Proposal
	Article 1, first paragraph, point (2), amending provision, twentieth paragraph			
G	116	Payment of the service provided before withdrawal	Payment of the service provided before withdrawal	Payment of the service provided before withdrawal Text Origin: Commission Proposal
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1)			
G	117			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	1. Where the consumer exercises the right of withdrawal under Article 16b, the consumer may only be required to pay, without any undue delay, for the service actually provided by the trader in accordance with the distance contract. The amount payable shall not:	1. Where the consumer exercises the right of withdrawal under Article 16b, the consumer may only be required to pay, without any undue delay, for the service actually provided by the trader in accordance with the distance contract. The amount payable shall not:	1. Where the consumer exercises the right of withdrawal under Article 16b, the consumer may only be required to pay, without any undue delay, for the service actually provided by the trader in accordance with the distance contract. The amount payable shall not:	1. Where the consumer exercises the right of withdrawal under Article 16b, the consumer may only be required to pay, without any undue delay, for the service actually provided by the trader in accordance with the distance contract. The amount payable shall not: Text Origin: Commission Proposal
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (a)			
G	118 (a) exceed an amount which is in proportion to the extent of the service already provided in comparison with the full coverage of the distance contract;	(a) exceed an amount which is in proportion to the extent of the service already provided in comparison with the full coverage of the distance contract;	(a) exceed an amount which is in proportion to the extent of the service already provided in comparison with the full coverage of the distance contract;	(a) exceed an amount which is in proportion to the extent of the service already provided in comparison with the full coverage of the distance contract; Text Origin: Commission Proposal
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (b)			
G	119 (b) in any case be such that it could be construed as a penalty.	(b) in any case be such that it could be construed as a penalty.	(b) in any case be such that it could be construed as a penalty.	(b) in any case be such that it could be construed as a penalty. Text Origin: Commission Proposal
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (ba)			
G	119a		1a. Member States may provide that the consumer cannot be required to pay any amount when	Tech meeting 2/5:

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			withdrawing from an insurance contract.	EP can provisionally agree (subject to internal check).
Article 1, first paragraph, point (2), amending provision, numbered paragraph (2)				
120	2. The trader may not require the consumer to pay any amount on the basis of paragraph 1 of this Article unless the trader can prove that the consumer was duly informed about the amount payable, in conformity with Article 16a(1), point (p). However, in no case may the trader require such payment if the trader has commenced the performance of the contract before the expiry of the withdrawal period provided for in Article 16b(1) without the consumer's prior request.	2. The trader may not require the consumer to pay any amount on the basis of paragraph 1 of this Article unless the trader can prove that the consumer was duly informed about the amount payable, in conformity with Article 16a(1), point (p). However, in no case may the trader require such payment if the trader has commenced the performance of the contract before the expiry of the withdrawal period provided for in Article 16b(1) without the consumer's prior request.	2. The trader may not require the consumer to pay any amount on the basis of paragraph 1 of this Article unless the trader can prove that the consumer was duly informed about the amount payable, in conformity with Article 16a(1), point (p). However, in no case may the trader require such payment if the trader has commenced the performance of the contract before the expiry of the withdrawal period provided for in Article 16b(1) without the consumer's prior request.	2. The trader may not require the consumer to pay any amount on the basis of paragraph 1 of this Article unless the trader can prove that the consumer was duly informed about the amount payable, in conformity with Article 16a(1), point (p). However, in no case may the trader require such payment if the trader has commenced the performance of the contract before the expiry of the withdrawal period provided for in Article 16b(1) without the consumer's prior request. Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (3)				
121	3. The trader shall, without any undue delay and no later than within 30 calendar days, return to the consumer any sums the trader has received from him in accordance with the distance contract, except for the amount referred to in paragraph 1. This period shall begin from the day on which the trader	3. The trader shall, without any undue delay and no later than within 30 calendar days, return to the consumer any sums the trader has received from him in accordance with the distance contract, except for the amount referred to in paragraph 1. This period shall begin from the day on which the trader	3. The trader shall, without any undue delay and no later than within 30 calendar days, return to the consumer any sums the trader has received from him in accordance with the distance contract, except for the amount referred to in paragraph 1. This period shall begin from the day on which the trader	3. The trader shall, without any undue delay and no later than within 30 calendar days, return to the consumer any sums the trader has received from him in accordance with the distance contract, except for the amount referred to in paragraph 1. This period shall begin from the day on which the trader

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	receives the notification of withdrawal.	receives the notification of withdrawal.	receives the notification of withdrawal.	receives the notification of withdrawal. Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (4)				
122	4. The consumer shall return to the trader any sums he or she has received from the trader without any undue delay and no later than within 30 calendar days. This period shall begin from the day on which the consumer withdraws from the contract.	4. The consumer shall return to the trader any sums he or she has received from the trader without any undue delay and no later than within 30 calendar days. This period shall begin from the day on which the consumer withdraws from the contract.	4. The consumer shall return to the trader any sums he or she has received from the trader without any undue delay and no later than within 30 calendar days. This period shall begin from the day on which the consumer withdraws from the contract.	4. The consumer shall return to the trader any sums he or she has received from the trader without any undue delay and no later than within 30 calendar days. This period shall begin from the day on which the consumer withdraws from the contract. Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, twenty-fifth paragraph				
123	Article 16d	Article 16d	Article 16d	Article 16d Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, twenty-sixth paragraph				
124	Adequate explanations	Adequate explanations	Adequate explanations	Adequate explanations Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1)				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
R	125	1. Member States shall ensure that traders are required to provide adequate explanations to the consumer on the proposed financial services contracts that make it possible for the consumer to assess whether the proposed contract and ancillary services are adapted to his or her needs and financial situation. The <u>provision of such information shall be provided free of charge for consumers and shall be provided in good time before the conclusion of the contract.</u> The explanations shall, <u>as a minimum</u> , include the following elements:	1. Member States shall ensure that traders are required to provide adequate explanations to the consumer on the proposed financial services contracts that make it possible for the consumer to assess whether the proposed contract and ancillary services are adapted to his or her needs and financial situation. The explanations shall include the following elements:	Tech meeting 27/4: COM to provide a recital and redraft wording of this line 125, on the basis of the following points: Free of charge - in operative part Delete "in good time", but explain the timing in a recital to allow sufficient time for the consumer to review, if the consumer requests to do so. EP will check with DLA/LS if "as minimum" can coexist with "including".
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (a)				
G	126	(a) the required pre-contractual information;	(a) the required pre-contractual information;	(a) the required pre-contractual information; Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (b)				
G	127	(b) the essential characteristics of the proposed contract, including the possible ancillary services;	(b) the essential characteristics of the proposed contract, including the possible ancillary services;	(b) the essential characteristics of the proposed contract, including the possible ancillary services; Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), point (c)				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Y	128	(c) the specific effects that the proposed contract may have on the consumer, including the consequences of payment default or late payment by the consumer.	(c) the specific effects that the proposed contract may have on the consumer, including the consequences of payment default or late payment by the consumer.	(c) the specific effects that the proposed contract may have on the consumer, including <u>if/as applicable</u> the consequences of payment default or late payment by the consumer. Tech meeting 27/4: All provisionally agree to go back to COM text, with the addition of "if applicable". Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (2)				
Y	129	2. Paragraph 1 shall also apply to explanations provided to the consumer, when using online tools such as live chats, chat bots, roboadvice, interactive tools or similar approaches.	2. Paragraph 1 shall also apply to explanations provided to the consumer, when using online tools such as live chats, chat bots, roboadvice, interactive tools or similar approaches.	Tech meeting 27/4: Deletion of this paragraph, but keeping the text of recital 26b - provisionally acceptable for EP/CNS
Article 1, first paragraph, point (2), amending provision, numbered paragraph (2a)				
R	129a		2a. Member States shall specify the manner in which and the extent to which the explanations referred to in paragraph 1 are given and may adapt it to the circumstances of the situation in which the financial service is	Tech meeting 27/4: COM to suggest a wording for a recital explaining the common objective: that this should be in justified cases only and in favor/in the interests of the

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			offered, the person to whom it is offered and the nature of the financial service offered.	consumer. Provisionally accepted by EP with this safeguard.
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (3)			
y	130 3. Member States shall ensure that, in case the trader uses online tools, the consumer shall have a right to request and obtain human intervention.	3. Member States shall ensure that, in case the trader uses online tools, the consumer shall have a right to request and obtain human intervention <u>when concluding a distance contract, in the language used in the pre-contractual information provided in accordance with Article 16a (1).</u>	3. Member States shall ensure that, in case the trader uses online tools, the consumer shall have a right to request and obtain human intervention at every stage of the negotiation process and contractual relationship.	Tech meeting 27/4: EP: suggest "at every stage of the pre-contractual process", do not agree to include "negotiation process", CNL: suggest "in the SAME language as used" ... COM to provide improved wording.
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (3a)			
y	130a	<u>3a. As regards compliance with this Article, the burden of proof shall be on the trader.</u>		Tech meeting 27/4: EP and CNL both agree on the principle. COM to check with LS if it's legally sound. EP and CNL also to check with their respective LS.
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (4)			
y	131 4. Where another Union act governing specific financial services contains rules on the information to be provided to the consumer prior to the conclusion of the contract,	4. Where another Union act governing specific financial services contains rules on the information to be provided to the consumer prior to the conclusion of the contract,	4. Where another Union act governing specific financial services contains rules on the information adequate explanations to be provided to the consumer, only rules on the adequate	Tech meeting 2/5: In principle, CNL text OK for EP (subject to internal check). COM will check with LS the last deleted part in CNL mandate together with line 90 and 114.

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	paragraphs 1 to 3 of this Article shall not apply.	paragraphs 1 to 3 of this Article shall not apply.	explanations of that Union act shall apply to those specific financial services, unless provided otherwise in that act. prior to the conclusion of the contract, paragraphs 1 to 3 of this Article shall not apply.	
	Article 1, first paragraph, point (2), amending provision, thirty-first paragraph			
R	132	Article 16e	Article 16e	Tech meeting 4/5: EP, CNL, COM to check internally the interaction with DSA and will come back to this later.
	Article 1, first paragraph, point (2), amending provision, thirty-second paragraph			
R	133	Additional protection regarding online interfaces	Additional protection regarding online interfaces <u>financial services contracts concluded online</u>	Additional protection regarding online interfaces
	Article 1, first paragraph, point (2), amending provision, thirty-third paragraph			
R	134	Without prejudice to Directive 2005/29/EC of the European Parliament and of the Council ¹ and Council Directive 93/13/EEC ² , Member States shall adopt measures requiring that traders, when concluding financial services contracts at a distance, do not use the structure, design, function or manner of operation of their online	Without prejudice to Directive 2005/29/EC of the European Parliament and of the Council ¹ and Council Directive 93/13/EEC ² , Member States shall adopt measures requiring that traders, when concluding financial services contracts at a distance, do not use the structure, design, function or manner of operation of their online	Without prejudice to Directive 2005/29/EC of the European Parliament and of the Council ¹ and Council Directive 93/13/EEC ² , Member States shall adopt measures requiring that traders, when concluding financial services contracts at a distance, do not use the structure, design, function or manner of operation of their online

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	interface in a way that could distort or impair consumers' ability to make a free, autonomous and informed decision or choice. 1. Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') (OJ L 149, 11.6.2005, p. 22). 2. Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ L 95, 21.4.1993, p. 29).	interface<u>organise or operate their online interfaces as defined in Article 3(m) of Regulation (EU) 2022/2065</u> in a way that could distort or impair consumers'<u>deceives or manipulates the consumer or in a way that otherwise materially distorts or impairs the</u> ability <u>of the consumer</u> to make a free, autonomous and informed decision or choice. 1. Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') (OJ L 149, 11.6.2005, p. 22). 2. Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ L 95, 21.4.1993, p. 29).	interface in a way that could distort or impair consumers' ability to make a free, autonomous and informed decision or choice. 1. Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') (OJ L 149, 11.6.2005, p. 22). 2. Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ L 95, 21.4.1993, p. 29).	
	Article 1, first paragraph, point (2), amending provision, thirty-third paragraph a			
R 134a		<u>Those measures shall inter alia include the obligation for traders to present different options to consumers in a neutral and non-misleading way. Without prejudice to the obligations under Directive 2010/13/EU, Member States shall adopt measures to tackle the risks</u>		Tech meeting 4/5: CNL to check internally.

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>associated with marketing practices promoting financial services concluded at a distance. The measures shall ensure clear and responsible advertising of financial services products to prevent consumers from being deceived, which may include measures to ensure that any person or company advertising a financial service product on social media platforms, is obliged to prominently label whether he or she is competent to do so, has the appropriate knowledge and competence to communicate on the financial services offered in compliance with applicable regulations and that it is clearly mentioned if there is any remuneration for this advertising.</u>		
Article 1, first paragraph, point (2), amending provision, thirty-third paragraph b				
R 134b		<u>Member States shall require that advertising concerning financial services to be concluded at a distance include a clear and prominent risk warning in cases where:</u> <u>(a) the financial service is related to instruments involving special risks related to their specific features or the operations to be executed or whose price depends on fluctuations in the financial</u>		Tech meeting 4/5: CNL to check internally.

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>markets outside the supplier's control and</u> <u>(b) the financial service involves the consumer becoming indebted.</u>		
	Article 1, first paragraph, point (2), amending provision, thirty-third paragraph c			
R	134c	<u>The risk warning concerning financial services falling under point (a) shall warn consumers that they can lose money, while the risk warning for financial services falling under point (b) shall warn consumers that borrowing costs money.</u>		Tech meeting 4/5: CNL to check internally.
	Article 1, first paragraph, point (2), amending provision, thirty-third paragraph d			
R	134d	<u>The Commission shall annually publish the list of national measures in force adopted by the Member States in relation to this Article, starting from [30 months from the adoption of this Directive].</u>		Tech meeting 4/5: To be discussed later, depending on the outcome on the previous lines.
	Article 1, first paragraph, point (3)			
R	134e		(3) In Article 29, paragraph 1 is replaced by the following: ‘1. Where a Member State makes use of any of the	Tech meeting 2/5: To be discussed together with line 47 (reference to art 29 of CRD).

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			regulatory choices referred to in Article 3(4), Article 6(7), Article 6(8), Article 7(4), Article 8(6), Article 9(1a), Article 9(3), Article 16(2), Article 16(3), Article 16a(5a) and Article 16b(6a), it shall inform the Commission thereof by [date of transposition], as well as of any subsequent changes.'	
	Article 1, first paragraph, point (4)			
Y	134f		(4) In Article 30, the following subparagraph is inserted: 'By [5 years from entry into force], the Commission shall submit a report on the application of this Directive regarding the distance contracts for financial services to the European Parliament and the Council. That report shall include in particular an assessment of the provision of financial services by means of an online interface including effects of the structure, design, function or manner of operation of online interfaces on consumer's ability to make decisions. The report shall be accompanied, where necessary, by a legislative proposal to adapt this Directive to the development in the field of consumer rights.'	Y

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 2			
Y	135	Article 2 Transposition <u>and review</u>	Article 2 Transposition	
	Article 2(1), first subparagraph			
R	136	1. Member States shall adopt and publish by [24 months from adoption] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.	1. Member States shall adopt and publish by [24 <u>18</u> months from adoption] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.	1. Member States shall adopt and publish by [24 months from adoption] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.
	Article 2(1), second subparagraph			
R	137	They shall apply those provisions from [the date after 24 months from adoption].	They shall apply those provisions from [the date after 24 <u>18</u> months from adoption].	They shall apply those provisions from [the date after 24 months from adoption <i>the date after 24+6 months from adoption</i>].
	Article 2(1), third subparagraph			
G	138	When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall	When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall	When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	determine how such reference is to be made.	determine how such reference is to be made.	determine how such reference is to be made.	determine how such reference is to be made. Text Origin: Commission Proposal
Article 2(2)				
g	139	2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive.	2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive.	2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive. Text Origin: Commission Proposal
y	139a	<u>2a. By 31 July 2035, the Commission shall submit a report on the application of this Directive to the European Parliament and the Council. That report shall include an evaluation of the functioning of the market for financial services concluded at the distance in the Union and the impact of this Directive in relation to other relevant Union law.</u>		
Article 3				
g	140	Article 3 Repeal	Article 3 Repeal	Article 3 Repeal

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				Text Origin: Commission Proposal
	Article 3, first paragraph			
R	141	Directive 2002/65/EC is repealed with effect from [24 months from adoption].	Directive 2002/65/EC is repealed with effect from [24+6 months from adoption].	
	Article 3, second paragraph			
G	142	References to the repealed Directive shall be construed as references to Directive 2011/83/EU, as amended by this Directive, and shall be read in accordance with the correlation table set out in the Annex to this Directive.	References to the repealed Directive shall be construed as references to Directive 2011/83/EU, as amended by this Directive, and shall be read in accordance with the correlation table set out in the Annex to this Directive.	References to the repealed Directive shall be construed as references to Directive 2011/83/EU, as amended by this Directive, and shall be read in accordance with the correlation table set out in the Annex to this Directive. Text Origin: Commission Proposal
	Article 4			
G	143	Article 4 Entry into force	Article 4 Entry into force	Article 4 Entry into force Text Origin: Commission Proposal
	Article 4, first paragraph			
G	144			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	This Directive shall enter into force on the twentieth day following its publication in the Official Journal of the European Union.	This Directive shall enter into force on the twentieth day following its publication in the Official Journal of the European Union.	This Directive shall enter into force on the twentieth day following its publication in the Official Journal of the European Union.	This Directive shall enter into force on the twentieth day following its publication in the Official Journal of the European Union. Text Origin: Commission Proposal
Article 5				
145	Article 5 Addressees	Article 5 Addressees	Article 5 Addressees	Article 5 Addressees Text Origin: Commission Proposal
Article 5, first paragraph				
146	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.	This Directive is addressed to the Member States. Text Origin: Commission Proposal
Formula				
147	Done at Brussels,	Done at Brussels,	Done at Brussels,	Done at Brussels, Text Origin: Commission Proposal
Formula				
148	For the European Parliament	For the European Parliament	For the European Parliament	For the European Parliament

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				Text Origin: Commission Proposal
	Formula			
149	The President	The President	The President	The President Text Origin: Commission Proposal
	Formula			
150	For the Council	For the Council	For the Council	For the Council Text Origin: Commission Proposal
	Formula			
151	The President	The President	The President	The President Text Origin: Commission Proposal
	Annex			
152	Annex	Annex	Annex	
	Annex, first paragraph			
153	Correlation Table	Correlation Table	Correlation Table	
	Annex, Table 1, Column 1, Row 1			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
G	154	Directive 2002/65/EC	Directive 2002/65/EC	Directive 2002/65/EC
Annex, Table 1, Column 1, Row 2				
G	155	Article 1(1)	Article 1(1)	Article 1(1)
Annex, Table 1, Column 1, Row 3				
G	156	Article 1(2), first subparagraph	Article 1(2), first subparagraph	Article 1(2), first subparagraph
Annex, Table 1, Column 1, Row 4				
G	157	Article 1(2), second subparagraph	Article 1(2), second subparagraph	Article 1(2), second subparagraph
Annex, Table 1, Column 1, Row 5				
G	158	Article 2, point (a)	Article 2, point (a)	Article 2, point (a)
Annex, Table 1, Column 1, Row 6				
G	159	Article 2, point (b)	Article 2, point (b)	Article 2, point (b)
Annex, Table 1, Column 1, Row 7				
G	160	Article 2, point (c)	Article 2, point (c)	Article 2, point (c)
Annex, Table 1, Column 1, Row 8				
G	161	Article 2, point (d)	Article 2, point (d)	Article 2, point (d)

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Annex, Table 1, Column 1, Row 9				
G	162	Article 2, point (e)	Article 2, point (e)	Article 2, point (e)
Annex, Table 1, Column 1, Row 10				
G	163	Article 2, point (f)	Article 2, point (f)	Article 2, point (f)
Annex, Table 1, Column 1, Row 11				
G	164	Article 2, point (g)	Article 2, point (g)	Article 2, point (g)
Annex, Table 1, Column 1, Row 12				
G	165	Article 3(1)	Article 3(1)	Article 3(1)
Annex, Table 1, Column 1, Row 13				
G	166	Article 3(1), point 1(a), (b) and (c)	Article 3(1), point 1(a), (b) and (c)	Article 3(1), point 1(a), (b) and (c)
Annex, Table 1, Column 1, Row 14				
G	167	Article 3(1), point 1(d)	Article 3(1), point 1(d)	Article 3(1), point 1(d)
Annex, Table 1, Column 1, Row 15				
G	168	Article 3(1), point 1(e)	Article 3(1), point 1(e)	Article 3(1), point 1(e)
Annex, Table 1, Column 1, Row 16				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
169	Article 3(1), point 2(a)	Article 3(1), point 2(a)	Article 3(1), point 2(a)	
Annex, Table 1, Column 1, Row 17				
170	Article 3(1), point 2(b)	Article 3(1), point 2(b)	Article 3(1), point 2(b)	
Annex, Table 1, Column 1, Row 18				
171	Article 3(1), point 2(c)	Article 3(1), point 2(c)	Article 3(1), point 2(c)	
Annex, Table 1, Column 1, Row 19				
172	Article 3(1), point 2(d)	Article 3(1), point 2(d)	Article 3(1), point 2(d)	
Annex, Table 1, Column 1, Row 20				
173	Article 3(1), point 2(e)	Article 3(1), point 2(e)	Article 3(1), point 2(e)	
Annex, Table 1, Column 1, Row 21				
174	Article 3(1), point 2 (f)	Article 3(1), point 2 (f)	Article 3(1), point 2 (f)	
Annex, Table 1, Column 1, Row 22				
175	Article 3(1), point 2 (g)	Article 3(1), point 2 (g)	Article 3(1), point 2 (g)	
Annex, Table 1, Column 1, Row 23				
176	Article 3(1), point 3(a)	Article 3(1), point 3(a)	Article 3(1), point 3(a)	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Annex, Table 1, Column 1, Row 24			
177	Article 3(1), point 3(b)	Article 3(1), point 3(b)	Article 3(1), point 3(b)	
	Annex, Table 1, Column 1, Row 25			
178	Article 3(1), point 3(c)	Article 3(1), point 3(c)	Article 3(1), point 3(c)	
	Annex, Table 1, Column 1, Row 26			
179	Article 3(1), point 3(d)	Article 3(1), point 3(d)	Article 3(1), point 3(d)	
	Annex, Table 1, Column 1, Row 27			
180	Article 3(1), point 3(e)	Article 3(1), point 3(e)	Article 3(1), point 3(e)	
	Annex, Table 1, Column 1, Row 28			
181	Article 3(1), point 3(f)	Article 3(1), point 3(f)	Article 3(1), point 3(f)	
	Annex, Table 1, Column 1, Row 29			
182	Article 3(1), point 3(g)	Article 3(1), point 3(g)	Article 3(1), point 3(g)	
	Annex, Table 1, Column 1, Row 30			
183	Article 3(1), point 4(a)	Article 3(1), point 4(a)	Article 3(1), point 4(a)	
	Annex, Table 1, Column 1, Row 31			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
G	184	Article 3(1), point 4(b)	Article 3(1), point 4(b)	Article 3(1), point 4(b)	G
Annex, Table 1, Column 1, Row 32					
G	185	Article 3(2)	Article 3(2)	Article 3(2)	G
Annex, Table 1, Column 1, Row 33					
G	186	Article 3(3), point (a)	Article 3(3), point (a)	Article 3(3), point (a)	G
Annex, Table 1, Column 1, Row 34					
G	187	Article 3(3), point (b) first, second, third and fifth indent	Article 3(3), point (b) first, second, third and fifth indent	Article 3(3), point (b) first, second, third and fifth indent	G
Annex, Table 1, Column 1, Row 35					
G	188	Article 3(3), point (b), fourth indent	Article 3(3), point (b), fourth indent	Article 3(3), point (b), fourth indent	G
Annex, Table 1, Column 1, Row 36					
G	189	Article 3(3), second subparagraph	Article 3(3), second subparagraph	Article 3(3), second subparagraph	G
Annex, Table 1, Column 1, Row 37					
G	190	Article 3(4)	Article 3(4)	Article 3(4)	G
Annex, Table 1, Column 1, Row 38					
G	191				G

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
	Article 4(1) and (5)	Article 4(1) and (5)	Article 4(1) and (5)		
Annex, Table 1, Column 1, Row 39					
G	192	Article 4 (2), (3), (4)	Article 4 (2), (3), (4)	Article 4 (2), (3), (4)	G
Annex, Table 1, Column 1, Row 40					
G	193	Article 5(1)	Article 5(1)	Article 5(1)	G
Annex, Table 1, Column 1, Row 41					
G	194	Article 5(2)	Article 5(2)	Article 5(2)	G
Annex, Table 1, Column 1, Row 42					
G	195	Article 5(3)	Article 5(3)	Article 5(3)	G
Annex, Table 1, Column 1, Row 43					
G	196	Article 6(1), first subparagraph, first sentence	Article 6(1), first subparagraph, first sentence	Article 6(1), first subparagraph, first sentence	G
Annex, Table 1, Column 1, Row 44					
G	197	Article 6(1), first subparagraph, second sentence	Article 6(1), first subparagraph, second sentence	Article 6(1), first subparagraph, second sentence	G
Annex, Table 1, Column 1, Row 45					
G	198				G

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
	Article 6(1), second subparagraph, first indent	Article 6(1), second subparagraph, first indent	Article 6(1), second subparagraph, first indent		
Annex, Table 1, Column 1, Row 46					
G	199	Article 6(1), second subparagraph, second indent	Article 6(1), second subparagraph, second indent	Article 6(1), second subparagraph, second indent	G
Annex, Table 1, Column 1, Row 47					
G	200	Article 6(1), third subparagraph	Article 6(1), third subparagraph	Article 6(1), third subparagraph	G
Annex, Table 1, Column 1, Row 48					
G	201	Article 6(2), point (a)	Article 6(2), point (a)	Article 6(2), point (a)	G
Annex, Table 1, Column 1, Row 49					
G	202	Article 6(2), point (b)	Article 6(2), point (b)	Article 6(2), point (b)	G
Annex, Table 1, Column 1, Row 50					
G	203	Article 6(2), point (c)	Article 6(2), point (c)	Article 6(2), point (c)	G
Annex, Table 1, Column 1, Row 51					
G	204	Article 6(3), (4), (5), (6), (7) and (8)	Article 6(3), (4), (5), (6), (7) and (8)	Article 6(3), (4), (5), (6), (7) and (8)	G
Annex, Table 1, Column 1, Row 52					
G	205				G

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
	Article 7(1), introductory wording	Article 7(1), introductory wording	Article 7(1), introductory wording		
Annex, Table 1, Column 1, Row 53					
G	206	Article 7(1), first indent	Article 7(1), first indent	Article 7(1), first indent	G
Annex, Table 1, Column 1, Row 54					
G	207	Article 7(1), second indent	Article 7(1), second indent	Article 7(1), second indent	G
Annex, Table 1, Column 1, Row 55					
G	208	Article 7(2)	Article 7(2)	Article 7(2)	G
Annex, Table 1, Column 1, Row 56					
G	209	Article 7(3)	Article 7(3)	Article 7(3)	G
Annex, Table 1, Column 1, Row 57					
G	210	Article 7(4)	Article 7(4)	Article 7(4)	G
Annex, Table 1, Column 1, Row 58					
G	211	Article 7(5)	Article 7(5)	Article 7(5)	G
Annex, Table 1, Column 1, Row 59					
G	212	Article 9	Article 9	Article 9	G

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Annex, Table 1, Column 1, Row 60				
213	Article 10	Article 10	Article 10	
Annex, Table 1, Column 1, Row 61				
214	Article 11, first and third subparagraphs	Article 11, first and third subparagraphs	Article 11, first and third subparagraphs	
Annex, Table 1, Column 1, Row 62				
215	Article 11, second subparagraph	Article 11, second subparagraph	Article 11, second subparagraph	
Annex, Table 1, Column 1, Row 63				
216	Article 12 (1)	Article 12 (1)	Article 12 (1)	
Annex, Table 1, Column 1, Row 64				
217	Article 12 (2)	Article 12 (2)	Article 12 (2)	
Annex, Table 1, Column 1, Row 65				
218	Article 13(1)	Article 13(1)	Article 13(1)	
Annex, Table 1, Column 1, Row 66				
219	Article 13(2)	Article 13(2)	Article 13(2)	
Annex, Table 1, Column 1, Row 67				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
G	220	Article 13(3)	Article 13(3)	Article 13(3)
Annex, Table 1, Column 1, Row 68				
G	221	Article 14	Article 14	Article 14
Annex, Table 1, Column 1, Row 69				
G	222	Article 15	Article 15	Article 15
Annex, Table 1, Column 1, Row 70				
G	223	Article 16	Article 16	Article 16
Annex, Table 1, Column 1, Row 71				
G	224	Article 17	Article 17	Article 17
Annex, Table 1, Column 1, Row 72				
G	225	Article 18	Article 18	Article 18
Annex, Table 1, Column 1, Row 73				
G	226	Article 19	Article 19	Article 19
Annex, Table 1, Column 1, Row 74				
G	227	Article 20	Article 20	Article 20

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Annex, Table 1, Column 1, Row 75			
G	228	Article 21	Article 21	G
	Annex, Table 1, Column 1, Row 76			
G	229	Article 22	Article 22	G
	Annex, Table 1, Column 1, Row 77			
G	230	Article 23	Article 23	G
	Annex, Table 1, Column 2, Row 1			
G	231	Directive 2011/83/EU, as amended by this Directive	Directive 2011/83/EU, as amended by this Directive	G
	Annex, Table 1, Column 2, Row 2			
G	232	-	-	G
	Annex, Table 1, Column 2, Row 3			
G	233	Article 3(1b), second subparagraph	Article 3(1b), second subparagraph	G
	Annex, Table 1, Column 2, Row 4			
G	234	-	-	G

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Annex, Table 1, Column 2, Row 5				
G	235	Article 2, point (7)	Article 2, point (7)	Article 2, point (7)
Annex, Table 1, Column 2, Row 6				
G	236	Article 2, point (12)	Article 2, point (12)	Article 2, point (12)
Annex, Table 1, Column 2, Row 7				
G	237	Article 2, point (2)	Article 2, point (2)	Article 2, point (2)
Annex, Table 1, Column 2, Row 8				
G	238	Article 2, point (1)	Article 2, point (1)	Article 2, point (1)
Annex, Table 1, Column 2, Row 9				
G	239	Article 2, point (7)	Article 2, point (7)	Article 2, point (7)
Annex, Table 1, Column 2, Row 10				
G	240	Article 2, point (10)	Article 2, point (10)	Article 2, point (10)
Annex, Table 1, Column 2, Row 11				
G	241	-	-	-
Annex, Table 1, Column 2, Row 12				
G	242			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 16a(1)	Article 16a(1)	Article 16a(1)	
Annex, Table 1, Column 2, Row 13				
243	Article 16a(1), point (a) and (b)	Article 16a(1), point (a) and (b)	Article 16a(1), point (a) and (b)	
Annex, Table 1, Column 2, Row 14				
244	Article 16a(1), point (d)	Article 16a(1), point (d)	Article 16a(1), point (d)	
Annex, Table 1, Column 2, Row 15				
245	Article 16a(1), point (e)	Article 16a(1), point (e)	Article 16a(1), point (e)	
Annex, Table 1, Column 2, Row 16				
246	Article 16a(1), point (f)	Article 16a(1), point (f)	Article 16a(1), point (f)	
Annex, Table 1, Column 2, Row 17				
247	Article 16a(1), point (g)	Article 16a(1), point (g)	Article 16a(1), point (g)	
Annex, Table 1, Column 2, Row 18				
248	Article 16a(1), point (i)	Article 16a(1), point (i)	Article 16a(1), point (i)	
Annex, Table 1, Column 2, Row 19				
249	Article 16a(1), point (j)	Article 16a(1), point (j)	Article 16a(1), point (j)	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Annex, Table 1, Column 2, Row 20				
250	Article 16a(1), point (k)	Article 16a(1), point (k)	Article 16a(1), point (k)	
Annex, Table 1, Column 2, Row 21				
251	Article 16a(1), point (l)	Article 16a(1), point (l)	Article 16a(1), point (l)	
Annex, Table 1, Column 2, Row 22				
252	Article 16a(1), point (m)	Article 16a(1), point (m)	Article 16a(1), point (m)	
Annex, Table 1, Column 2, Row 23				
253	Article 16a(1), point (p)	Article 16a(1), point (p)	Article 16a(1), point (p)	
Annex, Table 1, Column 2, Row 24				
254	Article 16a(1), point (q)	Article 16a(1), point (q)	Article 16a(1), point (q)	
Annex, Table 1, Column 2, Row 25				
255	Article 16a(1), point (r)	Article 16a(1), point (r)	Article 16a(1), point (r)	
Annex, Table 1, Column 2, Row 26				
256	Article 16a(1), point (s)	Article 16a(1), point (s)	Article 16a(1), point (s)	
Annex, Table 1, Column 2, Row 27				
257				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
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Annex, Table 1, Column 2, Row 28				
258	Article 16a(1), point (t)	Article 16a(1), point (t)	Article 16a(1), point (t)	
Annex, Table 1, Column 2, Row 29				
259	Article 16a(1), point (u)	Article 16a(1), point (u)	Article 16a(1), point (u)	
Annex, Table 1, Column 2, Row 30				
260	Article 16a(1), point (v)	Article 16a(1), point (v)	Article 16a(1), point (v)	
Annex, Table 1, Column 2, Row 31				
261	-	-	-	
Annex, Table 1, Column 2, Row 32				
262	—	—	—	
Annex, Table 1, Column 2, Row 33				
263	Article 16a(2), first subparagraph	Article 16a(2), first subparagraph	Article 16a(2), first subparagraph	
Annex, Table 1, Column 2, Row 34				
264	Article 16a(2), second subparagraph	Article 16a(2), second subparagraph	Article 16a(2), second subparagraph	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Annex, Table 1, Column 2, Row 35				
265	-	-	-	
Annex, Table 1, Column 2, Row 36				
266	Article 16a(2), third subparagraph	Article 16a(2), third subparagraph	Article 16a(2), third subparagraph	
Annex, Table 1, Column 2, Row 37				
267	-	-	-	
Annex, Table 1, Column 2, Row 38				
268	Article 16a(6)	Article 16a(6)	Article 16a(6)	
Annex, Table 1, Column 2, Row 39				
269	-	-	-	
Annex, Table 1, Column 2, Row 40				
270	Article 16a(3), first subparagraph and (4), first subparagraph	Article 16a(3), first subparagraph and (4), first subparagraph	Article 16a(3), first subparagraph and (4), first subparagraph	
Annex, Table 1, Column 2, Row 41				
271	-	-	-	
Annex, Table 1, Column 2, Row 42				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
272	-	-	-	
Annex, Table 1, Column 2, Row 43				
273	Article 16b(1), first subparagraph	Article 16b(1), first subparagraph	Article 16b(1), first subparagraph	
Annex, Table 1, Column 2, Row 44				
274	-	-	-	
Annex, Table 1, Column 2, Row 45				
275	Article 16b(1), second subparagraph, point (a)	Article 16b(1), second subparagraph, point (a)	Article 16b(1), second subparagraph, point (a)	
Annex, Table 1, Column 2, Row 46				
276	Article 16b(1), second subparagraph, point (b)	Article 16b(1), second subparagraph, point (b)	Article 16b(1), second subparagraph, point (b)	
Annex, Table 1, Column 2, Row 47				
277	-	-	-	
Annex, Table 1, Column 2, Row 48				
278	Article 16b(2), point (a)	Article 16b(2), point (a)	Article 16b(2), point (a)	
Annex, Table 1, Column 2, Row 49				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
279	Article 16b(2), point (b)	Article 16b(2), point (b)	Article 16b(2), point (b)	
Annex, Table 1, Column 2, Row 50				
280	Article 16b(2), point (c)	Article 16b(2), point (c)	Article 16b(2), point (c)	
Annex, Table 1, Column 2, Row 51				
281	—	—	—	
Annex, Table 1, Column 2, Row 52				
282	Article 16c(1), introductory wording	Article 16c(1), introductory wording	Article 16c(1), introductory wording	
Annex, Table 1, Column 2, Row 53				
283	Article 16c(1), point (a)	Article 16c(1), point (a)	Article 16c(1), point (a)	
Annex, Table 1, Column 2, Row 54				
284	Article 16c(1), point (b)	Article 16c(1), point (b)	Article 16c(1), point (b)	
Annex, Table 1, Column 2, Row 55				
285	-	-	-	
Annex, Table 1, Column 2, Row 56				
286				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
	Article 16c(2)	Article 16c(2)	Article 16c(2)		
Annex, Table 1, Column 2, Row 57					
G	287	Article 16c(3)	Article 16c(3)	Article 16c(3)	G
Annex, Table 1, Column 2, Row 58					
G	288	Article 16c(4)	Article 16c(4)	Article 16c(4)	G
Annex, Table 1, Column 2, Row 59					
G	289	-	-	-	G
Annex, Table 1, Column 2, Row 60					
G	290	-	-	-	G
Annex, Table 1, Column 2, Row 61					
G	291	Article 24(1)	Article 24(1)	Article 24(1)	G
Annex, Table 1, Column 2, Row 62					
G	292	-	-	-	G
Annex, Table 1, Column 2, Row 63					
G	293	Article 25, first subparagraph	Article 25, first subparagraph	Article 25, first subparagraph	G

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Annex, Table 1, Column 2, Row 64				
G	294	-	-	G
Annex, Table 1, Column 2, Row 65				
G	295	Article 23(1)	Article 23(1)	G
Annex, Table 1, Column 2, Row 66				
G	296	Article 23(2)	Article 23(2)	G
Annex, Table 1, Column 2, Row 67				
G	297	-	-	G
Annex, Table 1, Column 2, Row 68				
G	298	-	-	G
Annex, Table 1, Column 2, Row 69				
G	299	-	-	G
Annex, Table 1, Column 2, Row 70				
G	300	-	-	G
Annex, Table 1, Column 2, Row 71				
G	301			G

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
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	Annex, Table 1, Column 2, Row 72			
G	302	-	-	G
	Annex, Table 1, Column 2, Row 73			
G	303	-	-	G
	Annex, Table 1, Column 2, Row 74			
G	304	-	-	G
	Annex, Table 1, Column 2, Row 75			
G	305	-	-	G
	Annex, Table 1, Column 2, Row 76			
G	306	-	-	G
	Annex, Table 1, Column 2, Row 77			
G	307	-	-	G