

Special Terms and Conditions for Danske Loan Servicing Account Business

(Please note that these Special Terms and Conditions apply in addition to the General Terms and Conditions for Business. In the event of a conflict between these Special Terms and Conditions and the General Terms and Conditions for Business, the General Terms and Conditions for Business will prevail)

Special Terms and Conditions for Danske Bank A/S trading in the Republic of Ireland as Danske Bank (the Bank) Loan Servicing Account

1. Operation of the Account

- 1.1 Any terms and conditions which are implied by law in a banking customer relationship will apply unless otherwise varied by these Terms and Conditions.
- 1.2 Accounts can be opened by customers who enter into a Loan Agreement (the Agreement) with the Bank. We may take up references, request information and supporting documentation to verify the identity and permanent address of an applicant for an Account and the persons authorised to operate the Account. You must provide us with such information and documentation as we may request.
- 1.3 We may close the Account by giving you one month's written notice. If we have reason to believe that you or someone else is using the Account illegally (including fraudulently) or that you are not complying with these Terms and Conditions or the Terms and Conditions applicable to a specific service available on the Account, then we can close the Account immediately. We will inform you as soon as possible if we close the Account under this condition. If we close the Account, then you should be aware that any money you owe us will

be deducted from your Account including interest and charges.

- 1.4 Regular statements of your Account will be provided which show all payments to and from your Account. Additional statements can be ordered upon request. We may charge for this service. If, following receipt by you of your statement, you become aware of any unauthorised or incorrectly executed payment transaction on the Account in question, you must notify us as soon as possible and, in any event, no later than thirteen months after the debit date of the transaction in question, in which case you will be able to obtain a refund from us, subject to all applicable laws if following immediate investigation by us we discover that the transaction was unauthorised. You should confirm your notice to the Bank in writing within seven days.
- 1.5 You may close your Account at any time, provided you make alternative arrangements to make repayments to your loan.
- 1.6 If you are a company and you receive notice of intention to strike off the name of your company from the Register of Companies, you must inform us immediately and take all necessary steps to prevent the strike off. If your company has been struck off you must inform us immediately.

1.7 Where there is more than one Accountholder, then each Accountholder is liable to us both jointly and severally for the full debit balance at any time on the Account. This means that all such persons are liable together and also individually for their obligations to us.

1.8 If you are a partnership, the Agreement shall remain effective notwithstanding any change in the composition of the partnership whether by death, retirement, addition or otherwise. Notwithstanding any change in the partnership we shall be entitled to act on instructions from and account to the partners for the time being as if there had been no such change.

1.9 The Account should be operated in credit. If the account has a debit balance, interest will be calculated at the rate advised to you in the agreement.

1.10 Unless we have agreed other terms with you in writing, we reserve the right to require immediate repayment at any time of all sums owing to us on your Account. This is in accordance with normal banking practice.

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2. Payments to your Account

- 2.1 The account will accept electronic payments from both abroad and domestically.
- 2.2 Customers can lodge cash to an Account using your credit lodgement book through Post Offices in accordance with the process prescribed by us at the time, details of which are available on our Website.
- 2.3 If you have entered on the lodgement slip the incorrect total of the items being paid into your Account, we will correct the error and credit the revised amount to your Account. We will advise you of the change.
- 2.4 If you pay cash into your Account through another bank it will be credited to your Account on the date the Bank receives the credit for the cash lodged provided it is received before our Processing Cut-off Time and is a cash only lodgement.

3. Payments from your Account

You may only make payments to your loan account(s) from this account.

4. Altering the Agreement

We may vary, amend or add to these Terms and Conditions. We will always give you at least one month's notice before making the change. If the change is clearly to your disadvantage, we will tell you about it in writing at least one month before we make the change so that you may consider your options. We will give you notice of such changes by written individual advice, by notices in national press or by some other reasonable written means which we may select.