

Special Terms and Conditions for Savings/Deposit Accounts

(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 prevail (other than in the case of the Special Terms and Conditions for Business Term Deposit Accounts, which shall prevail over the General Terms and Conditions for Business in the event of a conflict.)

1. Opening and Closing Accounts

- 1.1 The Account is available to all non-personal customers - companies, businesses, clubs, societies and associations depositing on their own behalf.
- 1.2 By opening your Account you acknowledge that you are doing so in the course of your trade, business or profession and that you are not acting as a consumer within the meaning of, and are not entitled to the protections afforded by, the relevant laws, regulations and regulatory requirements governing the provision of consumer credit, including (but not limited to) the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended), the Consumer Credit Act 1995 (as amended) (but excluding the Central Bank of Ireland's Consumer Protection Code as amended, supplemented, clarified or replaced from time to time).
- 1.3 Where the Account is a joint account, all instructions to the Bank must be given by all Accountholders unless the signing instructions for the Account specifically state otherwise.
- 1.4 By law, we cannot open or continue an Account for you without holding satisfactory proof of identity and address (our staff can advise you on the types of proof of identity and of address which are considered legally acceptable). You must provide us with those proofs. If we reasonably decide at any time that all or part of the proofs you supplied did not comply with the applicable legal

requirements, we may refuse to open an Account and/or may close any Account already opened.

- 1.5 We may close your Account by giving you written notice save where we are required by law, regulation or regulatory requirement to provide you with a longer notice period, in which case we shall give you such longer notice period. However, if we have reason to believe that you or someone else is using your Account illegally (including fraudulently, or where all or part of the proofs of address and identity you supplied did not comply with the law) or that you are not keeping to the Terms and Conditions, we can close your Account immediately unless required by law, regulation or regulatory requirement to advise you first. If we have not informed you in advance, we will inform you as soon as possible following closure of your Account that we have closed your Account under this clause. If we close your Account, we may deduct from the amount that we pay back to you any amounts due but unpaid from you to us, including interest and charges. Also, if we close your Account, we will not be liable for any loss or damage you may incur as a result.
- 1.6 In the event of the death of a sole Accountholder, the balance can be repaid, without charge, on presentation of the Death Certificate and Grant of Probate/Administration.
- 1.7 In the event of the death of a joint Accountholder, any credit balance will be held in the name of the surviving Accountholder(s), unless the Accountholder(s) confirmed in writing at the date when the Account was opened that this

was not to be the case. In the event that we have received such instructions then the Account must be closed on the joint instructions of the surviving Accountholder(s) and the personal representative(s) of the deceased Accountholder. In some cases we may not be permitted to pay money from the Account until we have received a Certificate of Clearance from inheritance tax.

- 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 composition of 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 unless a satisfactory replacement mandate has been provided.

2. Applications

Applications for an Account must be accompanied by: (i) payment in a form acceptable to us or an instruction to transfer the amount from an account held with us; and (ii) (unless already held) satisfactory identification and proof of address - our staff can advise you on the types of proof of identity and of address which are considered acceptable.

3. Payments from your Account

- 3.1 No standing orders, SEPA Direct Debits or Direct Debits are permitted on your Account.
- 3.2 You may not create a debit balance on your Account. If you require an account with an

overdraft or other loan facilities, please discuss this requirement with one of our advisors..

- 3.3 The Bank does not accept cash or cheque lodgements or offer cash withdrawals or offer foreign exchange services over the counter] Customers can lodge cash or cheques to an Account through Post Offices in accordance the process prescribed by us at the time, details of which are available on our Website. Customers will not be able to lodge or withdraw foreign currency at a Post Office.

4. Payments to your Account

- 4.1 We will usually accept for credit to your Account cheques or other appropriate items for payment to your Account. We may refuse to accept any items which are not payable to you.
- 4.2 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.
- 4.3 If you pay cash into your Account at any Post Office it will be credited to your Account on the date of lodgement if you are categorised as a consumer for the purposes of the Central Bank of Ireland's Consumer Protection Code as amended, supplemented, clarified or replaced from time to time. For all other customers the cash lodgement will be credited to your account on the next Business Day. If you pay cash into your Account through another bank it will be credited to your Account on the date we receive the credit for the cash lodged provided it is received before our Processing Cut-off Time. You will be able to draw these funds on the day your Account is credited. For interest purposes, value will be given to you also on the day your Account is credited.

5. Interest

We from time to time without prior notice may vary the rates of interest payable on Accounts (other than a fixed rate agreed with you for a fixed period) save where we are, from time to time, obliged by law, regulation or regulatory requirement to provide you with advance notice, in which case we shall do so. Changes in interest rates will either: be published by advertisement in the national press or published on our website or in Business eBanking; or be advised to you in writing. If the change is due to a change in an agreed reference rate which we have advised you is tracked by an interest rate applicable to an Account, then the change will be effective without notice to you.

6. Taxation

- 6.1 If required to do so by law, we will deduct tax from interest paid. Interest will be paid with DIRT deducted at the standard rate. DIRT means Deposit Interest Retention Tax. In certain circumstances interest can be paid gross provided the Accountholder provides us with the necessary declaration or tax reference number (as appropriate).
- 6.2 We can alter these arrangements if required by any change in legislation or in the application or interpretation of any legislation.
- 6.3 There may be other taxes and costs which are not paid through us or imposed by us; e.g. you may have a liability to a higher tax rate, subject to your individual circumstances.

7. Termination

- 7.1 If required by law or good practice, we can: (a) decline an application or proposed deposit without paying interest in respect of it; and/or (b) end the Agreement at any time by giving one month's prior notice, paying interest earned, if any, under the Agreement save where we are, from time to time, obliged by law, regulation or regulatory requirement to provide you with a longer notice period, in which case we shall do so.

- 7.2 Any capital or interest due to the Accountholder(s) can be paid by cheque drawn by us and payable to the Accountholder(s) and sent to the Accountholder(s) at the address last known to us..

8. General

- 8.1 Any services or benefits we have given to you as an Accountholder which do not form part of this Agreement may be withdrawn at any time without notice subject to all applicable laws, regulations and regulatory requirements.
- 8.2 You must inform us of any change of name, address, phone number or email address (if this is how we communicate with you) as soon as reasonably practicable by giving written notice to us at the bank. Until you do so all correspondence will be sent to the last address you have given us.
- 8.3 We may vary banking hours, the days of opening, banking practices and similar matters by giving you at least one month's notice by writing to you or by general notice in the national press. If the variation is significant, in our reasonable opinion, it will be advised to you by notice in writing. If we plan to move or close a Danske bank Advisory Centre we will inform you by way of notice on our website or by publication in a national newspaper. We will inform you how we will continue to provide banking services to you.
- 8.4 If we fail to insist on any of our rights under the Agreement, we can still insist on that right later.
- 8.5 Each provision in these Special Terms and Conditions can be separated from each other provision. If at any time any provision is invalid, illegal or unenforceable, this will not affect any of the other provisions.
- 8.6 By agreeing to the Terms and Conditions you are confirming to us that the money in your Account is and will remain yours at all times. We may ask you to confirm in writing that the money in your Account belongs to you and will remain so.

- 8.7 Without our prior written consent, you may not assign your Account or any balance in your Account and we will not accept any notice of assignment of the balance in your Account. You may not assign your rights under the Agreement.
- 8.8 We may at any time assign all or part of our rights under the Agreement (which include our right to payment of any sums due to us by you) and may disclose to any potential assignees such information regarding you and your affairs as we may see fit. Your rights under this Agreement (or any part of it) and your legal rights will not be affected.
- 8.9 In addition to any other right of set off we may have, we may set off any credit balance on your Account (whether or not matured) against any obligation (whether or not matured) incurred by you to us, regardless of the place of payment or currency thereof.

9. Direct Banking

Our Direct Banking services include eBanking, Mobile and Tablet Banking and Customer Support. These services allow you to access your account(s) by using the internet, a smartphone, a tablet or by telephone at a time that suits you best. It is an easy, quick and inexpensive way to carry out transactions on your account(s). You can permit someone else to carry out transactions on your account if required. Before you can use these services you have to agree with us that you will authorise Direct Banking transactions by Access ID. Access ID is your gateway to Direct Banking and provides security so no one else can access your information. Direct Banking services are subject to periods of routine maintenance.

10. Altering the Agreement

- 10.1 We may vary, amend or add to the Terms and Conditions. We will always give you at least one

month's notice before making the change save where we are, from time to time, obliged by law, regulation or regulatory requirement to provide you with a longer notice period, in which case we shall do so. If the change is clearly to your disadvantage, we will tell you about it personally in writing.

- 10.2 We will give you notice of such changes by written individual advice, by notices in the national press or by some other reasonable written means which we may select.

11. Business Investment Account

- 11.1 This Clause applies only to any Account that is designated or considered by us to be a Business Investment Account and is in addition to the other provisions in these Special Terms and Conditions for Savings/Deposit Accounts.
- 11.2 No minimum opening balance is required and there is no maximum limit to the amount of funds which you may hold in the Business Investment Account.
- 11.3 You will receive interest on your Business Investment Account at an interest rate equal to the 1 month EURIBOR reference rate (the "Rate"). We may adjust the Rate by adding or deducting a margin to the 1 month EURIBOR reference rate which will be separately advised to you. The Rate, interest rate differentials, the linking of these to the Rate and the balance bands may be varied.
- 11.4 Interest is calculated on a daily basis on cleared balances at the appropriate Rate and applied to the Business Investment Account on a quarterly basis.
- 11.5 The Rate applicable to the Business Investment Account will be available daily on Business eBanking. Furthermore you may obtain this information by asking your usual contact at the Bank. Changes to the 1 month EURIBOR reference rate are published by European Banking Federation and will be available daily on Business eBanking or our website, and will be

applied on the Business Day on which the change takes place.

- 11.6 You may close your Business Investment Account at any time on demand, however the closure will only take effect when any outstanding transactions are completed.
- 11.7 You may withdraw all or part of the balance on your Business Investment Account at any time on demand (subject to Clause 3.3 above).
- 11.8 We will send you a statement of your Business Investment Account: (i) on account closure; and (ii) at the end of each tax year. On becoming aware of an unauthorised amount having been debited, you should telephone us as soon as possible and, in any event, no later than thirteen months after the debit date in which case you will be able to obtain a refund from us, subject to all applicable laws if following prompt investigation by us we establish that the transaction was unauthorised. You should confirm your notice to us in writing within seven days.

12. Business Term Deposit Account

- 12.1 This Clause applies only to any Account that is designated or considered by us to be a Business Term Deposit Account and is in addition to the other provisions in these Special Terms and Conditions.
- 12.2 The Business Term Deposit Account is a fixed term deposit account available to all non-personal customers - companies, businesses, clubs and societies, depositing on their own behalf.
- 12.3 Funds can only be lodged into a Business Term Deposit Account from an Account maintained with us. You are not obliged to maintain your general current account with us but, if you do not, you must maintain an Account with us to service the Business Term Deposit Account on our usual terms or such other terms as may be agreed provided that, where you are a "consumer" for the purposes of the Central Bank of Ireland's Consumer Protection Code, we will not oblige you to use that account for other purposes, we will not

charge you for using the account (unless you create a debit balance on that account) to service your Business Term Deposit Account and, if additional facilities are available on the servicing account, they are optional and shall only be activated at your request.

12.4 A Business Term Deposit Account must be for a fixed term (the "Term") of: (a) one, two or three weeks; or (b) one, two, three, four, five, six, seven, eight, nine, ten, eleven, or twelve months; or (c) two, three, four, or five years; or (d) for any term ending on a specified date as selected by you (subject to a minimum term of seven days and a maximum term of five years).

12.5 A Business Term Deposit Account is opened for a fixed term. Deposits are only accepted on the first day of the Term or on the last day of the Term (the "Maturity Date") if the balance is rolled over for another fixed period. Otherwise further deposits cannot be made to the Business Term Deposit Account. Repayment can only be made on the Maturity Date. Partial withdrawals are not allowed. A depositor can, however, hold more than one Business Term Deposit Account but cannot amalgamate the funds in those accounts.

12.6 The minimum deposit required to open the Business Term Deposit Account is €5,000. There is no maximum limit to the amount of funds you can invest.

12.7 For any one Business Term Deposit Account, the minimum balance must not fall below €5,000. If the balance on the Business Term Deposit Account falls below €5,000 it will be converted into a Business Investment Account and the terms and conditions applicable to Business Investment Accounts will apply. If the balance on that Business Investment Account subsequently exceeds €5,000 it will not be re-converted into a Business Term Deposit Account unless, at the Accountholder's request, the Bank agrees to such re-conversion.

12.8 On payment of an early withdrawal charge, the Bank, at its discretion, may permit one withdrawal of more than €1,000 to be made or the Business Term Deposit Account to be closed before the expiry of the fixed term. You can find details in our "Clear & Simple - Business fees & charges explained" brochure or on our

Danske Bank A/S (trading as Danske Bank) is authorised by The Danish FSA in Denmark and is regulated by the Central Bank of Ireland for conduct of business rules.

Website www.danskebank.ie. Should the interest accrued not cover the charge, the outstanding charge will be deducted from the initial capital invested. (In the event of death of the Accountholder the balance can be repaid without early withdrawal charge.)

12.9 (a) On account opening or at any time before the Maturity Date, you can request your funds to be rolled over on the Maturity Date for another period with the same duration as the Term or for a different specified term, at the interest rate applicable at that time. This clause 12.9(a) will also apply to requests made before the Maturity Date of any such new term. We may ask you to confirm your request in writing. We may reject your request if we do not offer a deposit account at that time which corresponds to your request.

(b) Clause 12.9(a) does not apply where you have selected a fixed term ending on a specified date selected by you, as set out in Clauses 12.4(d).

(c) If no instructions have been received prior to the Maturity Date, the Business Term Deposit Account will automatically convert at the Maturity Date to a Business Investment Account and the rates and terms and conditions applicable at that time to Business Investment Accounts will apply to the Account.

12.10 The interest rate is fixed for the fixed term. Interest rates payable on Business Term Deposit Accounts are banded according to the amount deposited. (Details can be obtained on our Website at www.danskebank.ie).

12.11 No Direct debits or Standing Orders can be set up on this account.

12.12 Interest is calculated daily on the cleared balance on the Business Term Deposit Account and is credited once at the end of the fixed term.

12.13 We will send you statements and letters containing information about your Account as follows:

Account opening: Letter

End of Tax Year: Statement

Ten business days before Maturity Date: Letter

Rollover on Maturity: Letter

Danske Bank A/S is a plc registered in Copenhagen, CVR-no. 61126228, at the Danish DCCA. Registered branch in Ireland Company No. 905623 with office at 3 Harbourmaster Place, IFSC, Dublin 1. Registered office in Denmark: 2-12, Holmens Kanal, DK-1092, Copenhagen K, Denmark.

Transfer to Business Investment Account: Statement

12.14 You must inform us as soon as possible if you find that your account includes an item which seems to be wrong.

13. Definitions

Bank, we, us or our means Danske Bank A/S, Dublin Branch trading as Danske Bank.

You means the person (natural or legal) or persons who has or have opened an Account with us subject to these terms and conditions and "your" shall be construed accordingly. Where you are comprised of more than one person, the Agreement will apply to such persons jointly and severally. This means that you and the other persons are liable together and also individually for your obligations to us.

"1 Month EURIBOR" means the reference rate (fixed daily) at which euro interbank deposits are offered by one prime bank to another at 11.00am Brussels time for interest periods of 1 month as published by European Banking Federation and effective as of the same Business Day. If 1 Month EURIBOR is below zero, 1 Month EURIBOR will be deemed to be zero for the purposes of calculating interest applicable to the Account;

Account means a "Business Investment Account" or "Business Term Deposit Account" or such successor accounts opened by you with us and subject to the Agreement.

Agreement means the agreement between us and you relating to the Account; it

Details of all Danske Bank A/S directors can be viewed at its registered offices.

includes these terms and conditions (as altered from time to time in accordance with clause 13 hereof), the Bank's General Terms and Conditions for Business, any mandate issued by you to us, in respect of the Account and the form "How We Use Personal Information" which you have completed.

Business day means any day on which banks in Ireland are typically open for business.

Ireland means the Republic of Ireland.