

Alm. Brand Bank

General business conditions

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conditions**

Nr. 3000

Paragraph 1. General business conditions

	Page
1. Power of attorney.....	3
2. Joint accounts.....	3
3. Deposits.....	3
4. Review of statements of account.....	3
5. Interest rates.....	3
6. Fees.....	4
7. Overdrafts.....	4
8. Set-off.....	4
9. Termination.....	4
10. Register of abusers of cheques and cash cards.....	4
11. Telephone recordings.....	4
12. International business.....	4
13. Liability.....	5
14. Complaints.....	5

Paragraph 2. The bank's handling of customer information

	Page
15. Registration and collection of information.....	6
16. Disclosure of information.....	6
17. Right of access.....	6
18. Incorrect or misleading information.....	6
19. Complaints.....	6

Paragraph 3. Calculation of interest and value dates.....7

Paragraph 1. General business conditions

Unless otherwise expressly agreed, the following general conditions apply to all agreements between Alm. Brand Bank and its customers.

The general conditions apply to relationships with both consumers and non-consumers. *Any differences in the conditions for the two groups of customers are highlighted in italics.*

The general conditions take effect on 1 January 2004 and may be changed by the bank subject to one month's notice announced in the daily press. The general conditions are also posted on www.almbrand.dk.

1. Power of attorney

The customer may authorise others in writing to act on his or her behalf vis-à-vis the bank. Powers of attorney notified to the bank are valid until the bank receives a written notice of revocation.

The power of attorney is automatically revoked in case of the customer's death.

2. Joint accounts

Where two or more customers jointly make an agreement to open an account, each account holder may operate the account alone unless otherwise agreed, or unless an account holder informs the bank in writing that the account can only be operated jointly in future. No cheques or cards can be issued to an account which can only be operated by the signatures of more than one account holder, since the electronic clearing is unable to verify signatures.

Notwithstanding the above, the bank will freeze the account on the death of an account holder in order to safeguard the interests of the estate of the deceased person.

3. Deposits

Non-cash deposits to a customer's account are subject to the bank receiving the amount of the deposit. This also applies to deposits in cheques drawn on accounts with the bank. If the bank does not receive the amount, it will be withdrawn from the account.

This reservation applies even if it is not stated on the receipt or other notification of the deposit.

Payments to accounts with the bank, such as transfers from other banks, are deposited in the account having the stated account number. Other information is not verified.

The bank may reverse an entry without the customer's consent if the amount has been deposited in the customer's account by obvious mistake. This also applies where the bank has an obligation to reverse an entry in accordance with an agreement between Danish banks.

4. Review of statements of account

The customer has a duty to review statements of accounts immediately after receipt hereof, whether they are received in electronic or hardcopy form, and to complain to the bank of any incorrect entries or other errors.

Withdrawals which the customer finds erroneous will be reversed pending the bank's investigation. If it turns out that a mistake has not been made, the amount will be withdrawn again.

5. Interest rates

The bank's rates of interest and commission are variable unless otherwise agreed.

General rates of interest and commission are available on request from the bank.

Variable rates of interest and commission in relationships with non-consumers are subject to change without notice at any time.

5.1. Changes without notice

Variable rates of interest and commission may always be changed without notice if the change is to the customer's advantage.

Variable rates of interest and commission may furthermore be changed without notice if the change is due to factors beyond the bank's control, which affect the bank, including

- changes in interest rates in Danish or international money and bond markets, including turbulence in such markets;
- changes to central banks' interest rates;
- legislative amendments, measures adopted by authorities etc., including intervention in credit and monetary policies in Denmark or abroad.

5.2. Changes at one month's notice

Variable rates of interest and commission may be changed at one month's notice if necessitated by earnings or market conditions, or if the bank alters its general price or earnings structure.

5.3. Changes at three months' notice

Variable rates of interest and commission may be changed at three months' notice if the change is due to individual factors, such as changes in the size of the commitment or changes in the customer's creditworthiness.

5.4. Changes in interest rates on time deposits

For a period of one month after the bank has given notice of a change in the interest rate on a time deposit, the customer may withdraw the deposit (without any early withdrawal penalty) if the bank's notice of the change is shorter than the customer's withdrawal notice.

Paragraph 1. General business conditions

5.5. Notification of changes

The customer will be informed of changes in lending and commission rates by mail or advertisement in the daily press and in connection with the first statement of account issued after the change.

The customer will be informed of changes in deposit rates by advertisement in the daily press or by mail.

6. Fees

The bank charges a fee for services provided to the customer, also when responding to queries from public authorities.

Fees are calculated either as a fixed amount, a percentage or an hourly rate, or as a combination of these elements.

General fees are specified in a price list available from the bank on request. Information on other fees are available on request.

Fees for services to non-consumer customers are at any time subject to change without notice, including on standing agreements. Furthermore, new fees may be introduced on services for which the bank has not previously charged a fee.

6.1. Changes without notice

The bank may at any time reduce fees without notice.

Fees that do not form part of an existing agreement with the customer may also be changed without notice, and new fees may be introduced on services for which the bank has not previously charged a fee.

6.2. Changes at one month's notice

Fees that form part of an existing agreement with the customer may be changed at one month's notice if necessitated by market or earnings conditions.

6.3. Changes at three months' notice

Other changes, including the introduction of new fees in existing agreements, are always subject to three months' notice.

6.4. Notification of changes

The customer will be informed of changes in fees in existing agreements by advertisement in the daily press or by mail and, if required under the Danish Consumer Credit Act, also in the first statement of account or the first annual statement the customer receives following the change.

7. Overdrafts

The bank will charge interest, a fee for reminders, and a fee to cover the bank's collection or other expenses in connection with unauthorised overdrafts.

The interest rate on overdrafts is available on request.

Fees for reminders are specified in the bank's price list and the reminders.

8. Set-off

The bank is entitled to set off any claim against the customer that has fallen due against any amount owing to the customer from the bank without prior notice to the customer.

Claims that have fallen due as well as claims that have not fallen due against customers who are not consumers may be set off against any amount owing to the customer from the bank.

9. Termination

The bank may terminate the customer relationship without notice unless otherwise agreed in writing or unless it follows from general banking practice. If the bank terminates the relationship, the customer is entitled to be given the reasons.

When the customer relationship terminates, the bank is entitled to terminate any guarantee and surety obligations and to discharge itself of any other obligations entered into with the customer. The customer shall release the bank of all obligations entered into on the customer's behalf and provide collateral for such obligations if the bank so requires.

10. Register of abusers of cheques and cash cards

If the bank closes an account due to the customer's abuse of cheques or cash cards (Dankort, VISA, charge card), the bank will report the customer's name, address, position and civil registration (CPR) no. to the register of abusers of cheques and cash cards.

11. Telephone recordings

The bank may record certain types of transactions made by telephone with the bank (generally in connection with international business and securities trading) as documentation for what has been agreed.

12. International business

Unless otherwise agreed, the bank will choose a foreign bank to transact international business on behalf of a customer. The bank shall not be liable for any errors made by the bank it has chosen or for that bank's ability to fulfil its obligations.

The rules, practices and conditions governing the bank's agreement with the foreign bank shall also apply to the customer.

13. Liability

The bank shall be liable for any late or defective performance of contracts resulting from errors or negligence.

Even in areas subject to more stringent liability, the bank shall not be liable for losses arising from:

- changes in interest rates in Danish or international breakdown of or lack of access to IT systems or damage to data in such systems due to any of the factors listed below and regardless of whether the bank or a third-party supplier is in charge of the operation of the systems;
- power failure or breakdown of the bank's telecommunication systems, legislative or administrative intervention, natural disasters, war, insurrection, civil disturbances, sabotage, terrorism or vandalism (including computer virus and hacking);
- strikes, lockouts, boycotts or picketing, regardless of whether the conflict targets or has been initiated by the bank or its organisation and regardless of its cause. This also applies if the conflict affects only parts of the bank;
- other circumstances beyond the bank's control.

The bank shall not be exempt from liability if

- the bank ought to have foreseen the cause of the loss when the agreement was made, or ought to have avoided or overcome the cause of the loss;
- under Danish law, the bank is liable for the cause of the loss under any circumstances.

14. Complaints

Complaints about the bank relating to relationships with personal customers may be addressed to the Financial Services Complaints Board, Østerbrogade 62, 4th floor, 2100 Copenhagen Ø, Denmark, www.pengeinstitutankenaevnet.dk.

Paragraph 2. The bank's handling of customer information

2. The bank's handling of customer information

15. Registration and collection of information

When a customer relationship is established, the bank must be provided with the customer's name, address and CPR/CVR no. The customer will be required to substantiate this information by presenting a passport or similar documentation. The customer must notify the bank of any change of address.

The bank will ask for additional information to be used for offering financial services of any kind, including customer advice, servicing, administration, credit assessment and marketing. The bank will do this when the relationship is established and subsequently.

The customer may refuse to provide such information. This may have the consequence that the bank is unable to provide adequate advice or to provide certain services to the customer.

For customer credit assessment purposes, the bank obtains information from credit reference agencies and reporting systems.

The bank also seeks information from public registers, including the CPR register in connection with changes of address and deaths.

In connection with payment transfers, including the use of charge and cash cards, cheques, homebanking, BetalingsService (Direct Debit Service) etc., the bank obtains information from shops, banks and other sources to make the correct payment transaction and prepare statements of account, payment overviews and similar documents.

16. Disclosure of information

The bank only discloses information about the customer when it is entitled to do so.

The bank may disclose:

- usual customer information, such as the customer's name, address and CPR no., to other companies handling administrative tasks for the bank;
- general customer information, such as whether the customer owns a house or a car, to other companies in the Alm. Brand Group for advisory and marketing purposes;
- information for risk management purposes, such as credit assessment, to the bank's parent company. In respect of personal customers, this is only done in very special circumstances;
- usual customer information on corporate customers to other financial services companies for advisory and marketing purposes;

- information which the customer has authorised the bank to pass on;
- credit information on corporate customers requested by other Danish banks pursuant to the rules in force;
- information to public authorities where the bank has a statutory obligation to do so, for example pursuant to the Danish Tax Control Act.

Furthermore, the bank discloses information that is necessary to perform agreements with the customer, for example, in connection with payment transfers and securities trading.

The bank may report information to credit reference agencies and/or warning systems pursuant to the rules in force if the customer breaches its obligations to the bank.

17. Right of access

The Danish Personal Data Act provides that customers have the right to know what information the bank processes about them. The bank may charge a fee in accordance with rates laid down by the Danish Ministry of Justice to provide the customer with a written reply.

Please contact Alm. Brand Bank A/S, Company Secretariat, Midtermolen 7, 2100 Copenhagen Ø, Denmark in this respect.

Once a year, the bank sends the customer a notice showing the types of information that may be disclosed based on the customer's consent, the companies such information may be disclosed to, and the purpose for which information may be disclosed.

18. Incorrect or misleading information

Registered information that is incorrect or misleading will be corrected or deleted if the bank becomes aware that the information is incorrect. Subsidiaries and others to whom incorrect or misleading information has been disclosed will be notified.

19. Complaints

Customers who are dissatisfied with the bank's processing of personal data may complain to the Danish Data Protection Agency, Borgergade 28, 5th floor, 1300 Copenhagen K, Denmark, (www.datatilsynet.dk).

Paragraph 3. Calculation of interest and value dates

3. Calculation of interest and value dates

The bank calculates interest on a daily basis for each account.

The daily balance is made up based on the value dates of movements in the account. The entry date is thus irrelevant to the calculation of interest.

The **value date** is the date on which a deposit or withdrawal affects the calculation of interest.

The following general rules apply for value dates:

The value date in connection with cash deposits, deposits by way of cheque or by way of Dankort is the first banking day following the deposit. Saturdays, Sundays and public holidays, including 5 June, 24 December and 31 December, are not banking days.

The value date in connection with cash withdrawals is the date of withdrawal. This is also the case for cash withdrawals at ATMs and payments by way of Dankort through the electronic system. If the date of a cash withdrawal at an ATM or a payment through the electronic system is not a banking day, the value date is the preceding banking day.

In connection with payments by way of cheque or Dankort voucher in shops, the value date is the date on which the cheque or Dankort voucher is received by a bank.

The value date for transfers of funds between the customer's own accounts with the bank is the transaction date for both accounts. Where funds are transferred to an account with the bank from another bank, the value date is the first banking day after the funds have been received.

The value date for funds transferred from a giro account to a bank account is five banking days after the transfer.

The **entry date** is the date on which the bank records a movement in an account, for example, use of the Dankort or transfer of salary. The entry date is often different from the date of the transaction as well as from the value date.

As soon as a movement in an account has been recorded (entered), it will appear on statements of account, pass-books or other statements of movements in the account. Movements are therefore listed successively based on the entry date rather than the transaction date or the value date.

Addition of interest

The bank adds interest once a year on all deposits unless otherwise stipulated in the deposit product. This is done by aggregating the daily interest calculations and depositing the total amount in the account.

The value date is the date the interest amount is added.

The bank adds interest on loans as specified in the loan agreement and as described above.

Interest added will appear on statements of account, pass-books or other statements of movements in the account.

