

Special Terms and Conditions Large Corporates & Institutions

Cards Booklet

Effective from 10th November 2021

LC7128

Danske Bank

Irish Branch

Part 1

- Special Terms and Conditions applying to the Debit Mastercard Business Card

The General Terms and Conditions – Large Corporates & Institutions (the **“General Terms and Conditions”**) and this Part 1 of the Cards Booklet (the **“Special Terms and Conditions”**) apply to each Account (as defined below) and Service. Unless otherwise stated below, where any Special Terms and Conditions are not consistent with the General Terms and Conditions then the Special Terms and Conditions will prevail to the extent of that inconsistency in relation to the relevant Account or Service. The use of the Card, PIN and / or OTP is also subject to any of the rules of Mastercard current at the time of use.

If you are a Corporate Customer, certain provisions below do not apply to you and do not form part of your Agreement with us. These will be specified. If you have any queries in relation to your categorisation as a Corporate Customer, or you believe your categorisation to be incorrect, please contact us as soon as practicable.

Definitions

Defined terms used in these Special Terms and Conditions shall have the meanings given to them in the General Terms and Conditions,

unless otherwise defined herein. In these Special Terms and Conditions:

“Account” means the card account maintained by us in your name in respect of all Cards;

“Card” means a Debit Mastercard Business Card, which we provide to you for use by a Cardholder, and any such replacement card;

“Cardholder” means the person whom we issue any Card, at your request;

“Danske ID” means Danske Bank’s Danske ID mobile application used to verify a Cardholder’s identity and authorise a Purchase;

“Merchant” means a retailer, supplier or third party who is authorised to accept the Card;

“NETS” means Nets A/S, a payment processing company used by the Bank;

“OTP” means one-time-passcode, the code sent to the Cardholder’s mobile device for use with a Card to make Purchases on the internet;

“Password” means a password chosen by a Cardholder for use with a Card to make Purchases on the internet;

“PIN” means the personal identification number issued to, or selected by you or a Cardholder from time to time;

“PIN Advice” means a written communication from us confirming a PIN;

“POS Terminal” means an electronic terminal for making payments for goods and/or services;

“Purchase” means a Transaction in respect of goods and/or services;

“Second Factor” means a second payment authentication factor, such as Danske ID, a Password, or another form of payment authentication used by the Bank; and

“Transaction” means all amounts that any Cardholder spends using the Card or the Card number.

1. Scope

These Special Terms and Conditions govern the possession and use of the Card, PIN and Card number.

2.

The Card is for use in connection with an Account maintained by us in your name. The Card may have the following functions not all of which may apply to your Card: to make withdrawals from the Account in ATMs, to access PIN activated services, and to make payments from the Account at POS Terminals and through certain internet sites operated by retailers. The term Transactions(s) where used in these Special Terms and Conditions includes where the Card is used: in an ATM, through the internet, in POS Terminals, or in any other way permitted by us.

3.

We will debit to the Account the amount of each payment in respect of goods and services and cash obtained by use of the Card and the amount of our charges and any tax, duty or other charge from time to time levied on the Account or that we may pay to the Revenue Commissioners on behalf of the Cardholder.

4.

A PIN will be issued for use in conjunction with the Card to authorise cash withdrawal in ATMs, to pay for goods and services at POS Terminals and to access other PIN activated services. Outside of Ireland the Card can be used in any ATM displaying the appropriate Mastercard or Cirrus symbol.

5.

In order to make Purchases on the internet, each Cardholder must register their mobile phone number with the Bank. This mobile phone number will be used to send an OTP to the Cardholder. In addition, each Cardholder will need to use a Second Factor as a further authentication step when making Purchases on the internet, where applicable. Please see Part 3 of this Booklet for further information on the use of the OTP.

6. Business Use Only

6.1 A Card may only be used for business purposes and may not be used for personal, family or household purposes. Any cash obtained with a Card must only be used for business purposes.

6.2 You acknowledge that, in entering into the Agreement and in using the Card, 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, 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.

6.3 Where you are a Corporate Customer, you agree that Articles 3a(5) and 3a(6) of Regulation (EC) No 924/2009 of the European Parliament and of the Council of 16 September 2009 on cross-border payments in the Community and repealing Regulation (EC) No 2560/2001 do not apply to the use of a Card by a Cardholder.

7.

The Account must be operated in credit, at all times, save where an Overdraft facility has been separately agreed by us, for the Account. In such event, the Account must operate within the terms of the Overdraft facility. The Agreement shall not of itself be deemed to create an Overdraft facility.

8.

Any use of the Card that would have the effect of creating or increasing an unauthorised debit balance will not subsequently commit us to paying any further item(s) up to such amounts.

9.

Depending on the nature of your Account we may, at your request, issue a Card to a person who is not an account holder (an **“Additional Cardholder”**). If we do so you will be liable for all Transactions effected by use of that Card and they will be debited to your Account. You must ensure that each Additional Cardholder complies with these Special Terms and Conditions that, insofar as they apply or are relevant, shall, by use of the Card by that Additional Cardholder, be binding on that Additional Cardholder.

By requesting the issue of a Card to an Additional Cardholder you authorise us to provide information about you and your Account to the Additional Cardholder.

10.

In the event we issue you with a Card at your request, you will be bound by the Agreement.

11.

We may, from time to time in accordance with clause 26 of Part 2 of the General Terms and Conditions, vary these Special Terms and Conditions.

12.

The Card is our property and must be surrendered on request. We may also suspend its use.

13.

Use of the Card will not be valid after the expiry date of the Card; this will not affect your liability for all Transactions effected by use of the Card before its expiration that will be debited to your Account.

14.

Details of any payments made from your Account using the Card and any charges for use of the Card will be communicated to you in accordance with the terms and conditions for your Account. Where a Transaction authorisation is given, the credit available will be reduced by the amount authorised.

15. Keeping the Card, PIN, OTP and Password Safe

15.1 Cardholders must sign their Card as soon as they receive it. They must keep their Card safe and not allow anyone else to use their Card. Cardholders must take all reasonable care to ensure the safety of their PIN, OTP and Password and prevent them from becoming known to anyone else. Cardholders must ensure that:

- (a) where we provide them with a PIN Advice, the PIN Advice is destroyed promptly on receipt;
- (b) where we provide a temporary password, the Cardholder changes this to their own permanent Password as soon as possible;

- (c) where we have the facility to allow them to choose their own PIN and/or Password, they exercise all reasonable care when choosing their PIN and/or Password;
- (d) where the Cardholder registers on Danske ID, access to the Cardholder's Danske ID is not provided to any other person;
- (e) the PIN or Password is not written on the Card or anything usually kept with it; and
- (f) the PIN or Password is not written down without making a reasonable attempt to disguise it.

15.2 Cardholders must not give their Card or Account number to any third party unless it is for the purpose of a Transaction or when reporting the actual loss or theft of their Card.

16. Loss or Misuse of Card

16.1 Should a Card be lost or stolen or for any other reason liable to misuse, or should the PIN or Password become known to a person not authorised under clause 15 above, you or the Cardholder must notify us immediately by

telephoning us on 1850 812 009 (or from outside Ireland +353 (0)1 484 3704 (24 hour service)). You must confirm your notice within seven days by writing to us at Card services, Danske Bank, 3 Harbourmaster Place, IFSC, Dublin 1, D01 K8F1.

16.2 Until we get effective notification, you will be liable to pay (subject to any legal limitations) for any use of the Card. Unless you are a Corporate Customer, your liability will be limited to €50 (or its euro equivalent). Your liability will not be limited where:

- (a) you are a Corporate Customer;
- (b) you or the Cardholder have acted fraudulently or with gross negligence;
- (c) you or the Cardholder have (with intent or gross negligence) failed to notify us without undue delay after becoming aware of the loss, theft or unauthorised use of the Card; or
- (d) you or the Cardholder have (with intent or gross negligence) not acted in accordance

with the provisions of these Special Terms and Conditions.

After we have been effectively notified you will not have to pay for any subsequent use of the Card other than fraudulent use by the Cardholder.

16.3 Our liability in accordance with clause 16.2 is limited to those amounts wrongly charged to the Account and any interest on those amounts.

16.4 If there is a disputed Transaction on the Account we will expect you and the Cardholder(s) to co-operate with us in our investigations. A Cardholder will give us, and any person acting on our behalf, all assistance and available information as to the circumstances of any loss, theft or possible misuse of the Card, PIN, OTP and/or Password and to help us recover the Card and limit possible loss. Failure to respond to queries raised by the Bank in a timely fashion may prevent recovery of funds by way of chargeback in certain circumstances. For this purpose, we may disclose any relevant information to third

parties (while being mindful of our obligations under the General Data Protection Regulation).

16.5 You and Cardholders must give us all the information you and they have regarding the circumstances of the loss, theft or misuse of a Card or the disclosure of the PIN, OTP or Password. You and Cardholders will take all the steps reasonably considered necessary by us to help recover the missing Card. If we suspect that a Card has been lost, stolen or might be misused, or that the PIN, OTP or Password has been disclosed, or that unauthorised access has been provided to Danske ID, we can give the Garda Síochána any information we think is relevant. Once you or a Cardholder has reported that a Card is lost, stolen or might be misused the Card must not be used again. It must be cut in half across the magnetic strip and the chip and immediately returned to the Bank at the above address.

17. Point of Sale Transactions

17.1 You may request certain retailers to give you cash through a POS Terminal up to the maximum permitted from time to time.

17.2 You must ensure that details of each Transaction are correctly shown on the advice slip given to you by the retailer or on the PIN pad display, before you authorise the Transaction (you must retain a copy of the advice slip).

17.3 You may be required to sign a Transaction voucher or enter your PIN at POS Terminals to complete Transactions (if you sign a Transaction voucher the retailer may refuse the Transaction if the signature does not correspond with that on the reverse of the Card or is not your signature).

17.4 The retailer may seek authorisation from us or our agent before completing a Transaction and must do so before giving you cash as under clause 17.1 above.

17.5 If a retailer agrees to refund a Transaction, this may be credited to your Account.

17.6 We shall not be liable for any failure or delay by a retailer to carry out a function because you are unable for any reason to use your PIN to authorise a Transaction.

17.7 We shall not be liable for any failure or delay by any other person or supplier to accept the Card or PIN in respect of a Transaction, or for the way in which any other person or supplier communicates such failure or delay or any refusal to authorise a prospective Transaction (this includes circumstances where it is not possible to authorise a Transaction, either for systems reasons or because the Card is damaged).

17.8 Where a supplier becomes liable to make any refund to you, we will credit the amount to be refunded only on receipt of appropriate verification of the refund by the supplier.

17.9 Any refund made to you may differ from the original amount debited due to exchange rate fluctuations.

17.10 We will not be responsible for goods and/or services we do not supply and, in relation to such goods and/or services, we will have no dealings with the supplier on your behalf.

17.11 When you use the Card in a POS Terminal, you cannot stop or reverse payment for any reason whatsoever.

18. Transactions

18.1 All Transactions will be charged to the Account on which the Card is issued when the Card is used: in an ATM; in POS Terminal; or in any other way permitted by us. If we are asked to authorise a Transaction, the credit available in the Account will be reduced by the amount authorised.

18.2 If you use the Card in an ATM, withdrawals will normally be deducted from your Account on that, or the next, Business Day. If you use the Card outside Ireland and UK to obtain cash from an ATM, it may take up to four Business Days or longer for the transaction to appear on your Account.

18.3 The amount debited from your Account may be different from the original amount authorised at the time of the Transaction due to exchange rate fluctuations. Any Transaction paid by us that creates an unauthorised overdraft may result in additional charges being incurred by you.

18.4 A specified daily maximum limit will be applied to cash withdrawals. Cash withdrawals

may only be made if the sum of money sought is held as cleared funds and available for use on the Account on which the card is issued.

18.5 The exchange rate that will be applied to any Transaction (or refund thereof) that needs to be converted into euro will be based on an average rate calculated based on the card scheme (Mastercard) exchange rates for all Transactions on that day in the same currency. A variable margin will be added to this exchange rate, further details of which can be found in our Large Corporates & Institutions – Fees & Charges brochure. The applicable exchange rate will be that which applies on the Business Day NETS executes the Transaction. Current rates can be found at <https://www.nets.eu/dk-da/Pages/Exchangerates.aspx> [select Mastercard, search for “Danske Bank Irish Branch” and click “show rates”]. Exchange rates can change continually and without notice.

18.6 At <https://danskeci.com/ie/transaction-banking/our-services/corporate-cards/currency-conversion-calculator>, you can see the difference between the actual total conversion costs at the time of the Transaction and the total

conversion costs calculated based on the European Central Bank (ECB) daily reference rate on the day of the Transaction. You can choose to have the difference shown as a percentage or as an amount. Note that the ECB reference rate only covers European currencies and that the exchange rates change daily.

18.7 If you use the Card in a country that has not adopted the euro, the Merchant may propose converting the amount of the Transaction into euro before processing the Transaction. Before you agree to the conversion, the Merchant must advise you of all applicable charges and the applicable exchange rate or reference exchange rate. The exchange rate or reference exchange rate used by the Merchant may be different from that which would have been used by us had the Merchant not carried out the conversion.

18.8 In order to make Purchases on the internet, each Cardholder must register their mobile phone number with the Bank. This mobile phone number will be used to send an OTP to the Cardholder. In addition, each Cardholder will be required to create a Password for use

as a further authentication step when making Transactions on the internet. Please see Part 3 of this Booklet for further information. We are not liable for any loss or damage which may be caused by failure to seek or grant authorisation and whether authorisation is granted or not the Cardholder is liable for changes to the Corporate Card Account for such Purchase.

19. Restrictions

There is a maximum spending limit on each Transaction, but this may be varied from time to time in accordance with clause 26 of Part 2 of the General Terms and Conditions.

20. Refusal of Transactions

20.1 We can refuse to authorise a prospective Transaction if the amount would cause or may cause your Account to become overdrawn (where such an Overdraft has not been agreed with us in advance), or if we suspect fraud or for any other objectively justifiable reason.

20.2 We can also refuse to authorise a prospective Transaction where we have identified non-compliance with authentication or other

regulatory requirements by the Cardholder or the Merchant.

21. Fraud prevention

21.1 To protect against fraud or wrongful use of Cards, at our discretion we may monitor transactions on the Account, and we may use automated systems to do this. We may block a Cardholder's right to use a Card or refuse to execute a Transaction in accordance with clause 9 of Part 2 of the General Terms and Conditions. This may mean that valid Transactions cannot be authorised. We can make known any withdrawal or refusal to anyone involved in a Transaction. None of these actions will affect your obligations under the Agreement that continue.

21.2 Any withdrawal of a Cardholder's right to use a Card or a refusal to execute a Transaction together with the reasons for such withdrawal or refusal will be notified or made available to you in advance (in accordance with timelines set out in applicable laws, regulations and regulatory requirements) of this occurring or immediately afterwards unless prohibited by legislation, regulation or regulatory requirement. The notice

may be by any reasonable means chosen by us (including, but not limited to, post, telephone, fax or our Online Banking Channel).

21.3 If a Card is blocked or a Transaction is refused, the Cardholder may telephone the customer service number on the Card to request the unblocking of the Card or to confirm that the transaction is genuine. As this is more likely to happen when the Card is used abroad, the Cardholder should notify the Bank if he/she will be using the Card outside Ireland, and where this use will occur.

22.

You may terminate the Agreement (subject to the provisions of clause 9 of Part 2 of the General Terms and Conditions) provided you return the Card at the same time. All outstanding cash withdrawals and payments made through POS Terminals, through the internet, or in any other way, will be debited to your Account on presentation. We may terminate the Agreement in accordance with clause 9 of Part 2 of the General Terms and Conditions.

23.

We try to give a complete service at all times. However, machinery failure, strikes or other causes may prevent us from doing so. We shall not be liable for any loss, damage or inconvenience caused by the failure of any service relating to the use of the Card as a result of industrial action, failure of computer or telecommunications systems, other machinery failure, any error, act or omission by a retailer in processing a Transaction or other circumstances beyond our control or that of our agents or subcontractors.

24.

A charge may be levied if the Card is lost, or damaged, and a replacement Card issued. Details of the charges relating to the Card and Transactions effected with it are set out in the Corporate & Institutions - Fees & Charges brochure.

Part 2

- Special Terms and Conditions applying to the Danske Bank Mastercard Corporate Cards

The General Terms and Conditions - Large Corporates & Institutions (the **“General Terms and Conditions”**) and this Part 2 of the Cards Booklet (the **“Special Terms and Conditions”**) apply to each Corporate Card Account (as defined below) and Service. Unless otherwise stated, where any Special Terms and Conditions are not consistent with the General Terms and Conditions then the Special Terms and Conditions will prevail to the extent of that inconsistency in relation to the relevant Account or Service. The use of the Card and PIN is also subject to any of the rules of Mastercard current at the time of use.

If you are a Corporate Customer, certain provisions below do not apply to you and do not form part of your Agreement with us. These will be specified. If you have any queries in relation to your categorisation as a Corporate Customer, or you believe your categorisation to be incorrect, please contact us as soon as practicable.

Definitions

Defined terms used in these Special Terms and Conditions shall have the meanings given to them in the General Terms and Conditions, unless otherwise defined herein. In these Special Terms and Conditions:

“Card” means

- (i) the Danske Bank Mastercard Corporate Classic card,
- (ii) the Danske Bank Mastercard Corporate Classic Standard card,
- (iii) the Mastercard Corporate Gold card and
- (iv) the Mastercard Corporate Platinum card, or any of them, which we provide to you for use by a Cardholder, and any replacement card;

“Cardholder” means the person to whom we issue any Card at your request;

“Cash Advance” means any cash advance or transfer to another account at the Bank or any financial institution or purchase of traveller's cheques or foreign currency obtained in any way by use of the Card;

“Corporate Card Account” means the corporate card account maintained by us in your name in respect of all Cards;

“Corporate Card Rate” means, unless otherwise agreed in writing, the interest rate applicable to that Card published by us on our website;

“Credit Limit” means the maximum debit balance that we will allow on your Corporate Card Account;

“Danske ID” means Danske Bank's Danske ID mobile application used to verify a Cardholder's identity and authorise a Purchase;

“Individual Credit Limit” means the maximum debit balance that we will allow on an individual Card, which we will notify, to you and the relevant Cardholder from time to time;

“Merchant” means a retailer, supplier or third party who is authorised to accept the Card;

“NETS” means Nets A/S, a payment processing company used by the Bank;

“**OTP**” means one-time-passcode, the code sent to the Cardholder’s mobile device for use with a Card to make Transactions on the internet;

“**Password**” means a password chosen by a Cardholder for use with a Card to make Transactions on the internet;

“**PIN**” means the personal identification number issued to, or selected by you or a Cardholder from time to time;

“**PIN Advice**” means a written communication from us confirming a PIN;

“**Purchase**” means a Transaction in respect of goods and/or services;

“**Second Factor**” means a second payment authentication factor, such as Danske ID, a Password, or another form of payment authentication used by the Bank; and

“**Transaction**” means Cash Advances and all amounts that any Cardholder spends using the Card or the Card number.

1. Business use only

1.1 A Card may only be used for business purposes and may not be used for personal, family or household purposes. Any Cash Advance obtained with a Card must only be used for business purposes.

1.2 You acknowledge that, in entering into an Agreement and in using the Card, 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, 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 you are a Corporate Customer, you agree that Articles 3a(5) and 3a(6) of

Regulation (EC) No 924/2009 of the European Parliament and of the Council of 16 September 2009 on cross-border payments in the Community and repealing Regulation (EC) No 2560/2001 do not apply to the use of a Card by a Cardholder.

1.4 Certain benefits, such as Mastercard Priority Pass[®], may be available to the Cardholder depending on the type of Card availed of. Further information in respect of benefits associated with each Card is available on our website.

2. Your Corporate Card Account

2.1 You must hold an associated current account with us and have at all times sufficient monies in that account to discharge the monthly balance on your Corporate Card Account. In exceptional circumstances, a Corporate Card Account may be allowed without an associated current account provided that your Account Manager authorises this. If you choose to close your associated current account or if you do not have sufficient funds to discharge the outstanding balance on your Corporate Card Account, we are entitled to terminate your Agreement without notification to you save where we

are required by law, regulation or regulatory requirement to provide you with advance notice, in which case we shall do so.

2.2 We will open a Corporate Card Account in your name and we will provide a Card to you for use by each Cardholder and a PIN.

2.3 We will maintain the Corporate Card Account in your name and will debit to the Corporate Card Account the amount of each Purchases and of each Cash Advance obtained by use of the Card and the amount of our charges and any tax, duty or other charge from time to time levied on the Corporate Card Account or which we must pay to the Revenue Commissioners on behalf of the Cardholder. Charges and taxes are treated as Purchases.

2.4 We will charge to your Corporate Card Account all Transactions and all other amounts you must pay under the Agreement. Transactions may be made by such means as we accept in each case, whether by presenting the Card, by signed voucher, by entering the PIN, by telephone, by transferring electronic data or otherwise. It will normally take from one to seven

days for a Transaction to reach your Corporate Card Account although in some cases this may take longer. You will be responsible for all Transactions which you authorise or any Cardholder authorises, whatever the manner of such authorisation.

2.5 We may at any time withdraw a Cardholder's right to use a Card or refuse to execute any Transaction in accordance with clause 9 of Part 2 of the General Terms and Conditions. We can make known any such withdrawal to anyone involved in the Transaction. None of these actions affect your or any Cardholder's existing obligations under the Agreement which continue. We can only exercise the right to withdraw use of a Card subject to any applicable legal or regulatory obligations to which we are subject. Withdrawal of your or any Cardholder's right to use a Card and the reasons for such withdrawal or any refusal to execute a Transaction, where possible, together with the reasons for any such refusal where possible will be relayed to you, in advance in accordance with timelines under all applicable laws, regulations and regulatory requirements or immediately thereafter by telephone, fax, email, in writing or in person unless such notification

is prohibited by legislation, regulation or regulatory requirement. We may unblock your or any Cardholder's Card, or replace your or any Cardholder's Card with a new one, if the reasons for blocking cease to exist. If you want to request such an unblocking, please contact the number on the back of your card or such other number that the Bank may specify.

2.6 In calculating whether the Credit Limit has been exceeded we will take into account any Transactions we have paid or authorised for payment from your Corporate Card Account.

2.7 A person to whom a Card is tendered for Purchases or Cash Advances may seek specific authorisation from us or our agent to honour the Card for any Transaction even if the amount of the Transaction is within the available element of the Credit Limit. Such a person may be asked to verify your identity or obtain other information from you for security purposes. Use of the Card is subject to the agreement of any third party to whom it is tendered. For this reason, we are not responsible for any refusal by a third party to allow use of a valid Card for a Transaction or for the manner in which it is accepted or refused.

2.8 Once authorised, a Transaction cannot normally be stopped, however if you or a Cardholder dispute a Transaction the Merchant must be able to prove that the Transaction took place.

2.9 You will be responsible for all indebtedness created by a Cardholder as if that Cardholder's Card or PIN had been issued to and used by you. You can at any time ask us to cancel any Card but you will remain responsible for its use until it is returned to us and you have repaid all indebtedness incurred by its use.

2.10 In order to make Purchases on the internet, each Cardholder must register their mobile phone number with the Bank. This mobile phone number will be used to send an OTP to the Cardholder. In addition, each Cardholder will need to use a Second Factor as a further authentication step when making Purchases on the internet, where applicable. Please see Part 3 of this Booklet for further information on the use of the OTP. We are not liable for any loss or damage which may be caused by failure to seek or grant authorisation and whether authorisation is granted or not the Cardholder is liable for

changes to the Corporate Card Account for such Purchase.

3. The Card

3.1 Cardholders must follow any reasonable instructions that we give about using the Card and keeping it safe. The Card will be valid for the period shown on the Card (unless the Agreement ends before then). Cardholders must only use their Card whilst it is valid and within their Individual Credit Limit. If a Cardholder does not use a Card for a period (determined at our discretion) we may choose not to issue a replacement Card when it expires and we can ask for it to be returned or we can ask others to hold on to it for us at any time. The Card remains our property and can be recalled by us at any time. We may replace a Card with another card issued by us and change your Corporate Card Account number at any time if we give you reasonable notice. We may continue to reissue replacement Cards until you request us in writing to stop. You agree to ensure that Cardholders will not use the Card in any way prohibited by any laws, regulations or regulatory requirements (including using the Card to apply for an illegal purchase) and where appropriate: (a) by your

partnership agreement; or (b) by the provisions of section 239 of the Companies Act 2014 (as amended or re-enacted from time to time). We need not provide ATM facilities for use with a Card and such facilities, where provided, may be provided or determined without notice.

3.2 We will not be liable for any loss, damage or inconvenience resulting from the nonoperation, failure or malfunction of an ATM or the non-availability of ATM facilities normally available with a Card and PIN or in respect of any inaccuracy in data produced by an ATM. Additional facilities or benefits not expressly contracted for or specified may be withdrawn without notice. If we do provide ATM or ATM facilities, a specified daily maximum amount of €260 (or its euro equivalent) will apply unless we have advised you otherwise in writing. However if the card is used in the ATMs or ATM facilities of other banks a different amount may be imposed by them for operational or other reasons.

4. Keeping the Card, PIN, OTP and Password Safe

4.1 Cardholders must sign their Card as soon as they receive it. They must keep their Card safe and not allow anyone else to use their Card. Cardholders must take all reasonable care to ensure the safety of their PIN, OTP and Password and prevent them from becoming known to anyone else. Cardholders must ensure that:

- (a) where we provide them with a PIN Advice, the PIN Advice is destroyed promptly on receipt;
- (b) where we provide a temporary password, the Cardholder changes this to their own permanent Password as soon as possible;
- (c) where we have the facility to allow them to choose their own PIN and/or Password, they exercise all reasonable care when choosing their PIN and/or Password;
- (d) where the Cardholder registers on Danske ID, access to the Cardholder's Danske ID is not provided to any other person;

(e) the PIN or Password is not written on the Card or anything usually kept with it; and

(f) the PIN or Password is not written down without making a reasonable attempt to disguise it.

4.2 Cardholders must not give their Card or Corporate Card Account number to any third party unless it is for the purpose of a Transaction or when reporting the actual loss or theft of their Card.

5. Loss or Misuse of Card

5.1 Should a Card be lost or stolen or for any other reason liable to misuse, or should the PIN or Password become known to a person not authorised under clause 4 above, you or the Cardholder must notify us immediately by telephoning us on 1850 812 009 (or from outside Ireland +353 (0)1 484 3704 [24 hour service]). You must confirm your notice within seven days by writing to us at Card services, Danske Bank, 3 Harbourmaster Place, IFSC, Dublin 1, D01 K8F1.

5.2 Until we get effective notification, you will be liable to pay (subject to any legal limitations) for any use of the Card. Unless you are a Corporate Customer, your liability will be limited to €50 (or its euro equivalent). Your liability will not be limited where:

- (a) you are a Corporate Customer;
- (b) you or the Cardholder have acted fraudulently or with gross negligence;
- (c) you or the Cardholder have (with intent or gross negligence) failed to notify us without undue delay after becoming aware of the loss, theft or unauthorised use of the Card; or
- (d) you or the Cardholder have (with intent or gross negligence) not acted in accordance with the provisions of these Special Terms and Conditions.

After we have been effectively notified you will not have to pay for any subsequent use of the Card other than fraudulent use by the Cardholder.

5.3 Our liability in accordance with clause 5.2 is limited to those amounts wrongly charged to the Account and any interest on those amounts.

5.4 If there is a disputed Transaction on the Corporate Card Account we will expect you and Cardholders to co-operate with us in our investigations. A Cardholder will give us and any person acting on our behalf all assistance and available information as to the circumstances of any loss, theft or possible misuse of the Card, PIN, OTP and/or Password and to help us recover the Card and limit possible loss. Failure to respond to queries raised by the Bank in a timely fashion may prevent recovery of funds by way of chargeback in certain circumstances. For this purpose we may disclose any relevant information to third parties.

5.5 You and Cardholders must give us all the information you and they have regarding the circumstances of the loss, theft or misuse of a Card or the disclosure of the PIN, OTP or Password. You and Cardholders will take all the steps reasonably considered necessary by us to help recover the missing Card. If we suspect that a Card has been lost, stolen or might be

misused, or that the PIN, OTP or Password has been disclosed, or that unauthorised access has been provided to Danske ID, we can give the Garda Síochána any information we think is relevant. Once you or a Cardholder has reported that a Card is lost, stolen or might be misused the Card must not be used again. It must be cut in half across the magnetic strip and the chip and immediately returned to the Bank at the above address.

6. Statements

6.1 We will normally send you a summary statement each month showing the payments you have made to us and all amounts we have charged to your Corporate Card Account since the last statement and the balance on your Corporate Card Account at the date of the statement. You also have the right to request that this information be provided to you or made available at least once a month, free of charge.

6.2 If your statement includes an item that you feel is inaccurate, you must notify us as soon as possible. On becoming aware of an unauthorised amount having been debited, you should notify the Bank without undue delay and,

in any event, no later than thirteen months after the debit date. 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 the Bank in writing within seven days.

7. Financial and Related Details

7.1 We will set a Credit Limit for your Corporate Card Account and tell you what it is. We may at our discretion vary the Credit Limit at your request or otherwise. Any variation so made will be confirmed in writing.

7.2 At the expiry of each billing period you must pay us the full amount that the statement we send you for that period shows you owe us. You must also pay immediately any outstanding excess over the Credit Limit, any arrears of previous payments, any charges due under the Agreement and the amounts of any Transactions that breach the terms of the Agreement.

7.3 Your statement will show the amount you need to pay and the date by which you must make this payment (the “**Payment Date**”).

Where a SEPA Direct Debit mandate is furnished to us we will initiate a payment request on the Payment Date. Sufficient funds must be provided to meet SEPA Direct Debits. We may, at our discretion, re-present any unpaid SEPA Direct Debit. If you require additional copies of statements or Transaction vouchers a charge will apply.

7.4 We charge interest on the Corporate Card Account at the Corporate Card Rate. We may change this rate from time to time at our discretion. Rate changes will be notified by us in accordance with clause 26 of Part 2 of the General Terms and Conditions subject to any applicable legal or regulatory obligations to which we are subject. Details of our rates may be obtained on our website.

7.5 We may from time to time introduce and/ or maintain (either generally or for specific promotions only) different interest rates and different repayment terms. These will be notified to you in the same way as rate changes. Details may be obtained from our website.

7.6 An annual fee (and pro rata for part of a year) will be debited in advance to your Corporate Card Account in each year in respect of each Card issued. Details may be obtained on our website.

7.7 Interest will be charged as follows: (a) we will charge interest on the daily balance outstanding on Cash Advances on your Corporate Card Account. Interest will be charged on the amount of each Cash Advance from the date of that Cash Advance until that Cash Advance is fully repaid. A Cash Advance Fee, as detailed in the Large Corporates & Institutions - Fees & Charges brochure, will be debited to your Corporate Card Account; (b) for Transactions other than Cash Advances, provided you repay the whole balance on your Corporate Card Account in full by close of business on the Payment Date for those Transactions specified in your statement, no interest will be charged. If you fail to pay any amount when it is due under the Agreement a late payment charge will apply and we will charge you interest on the daily balance outstanding on your Corporate Card Account at the Corporate Card Rate provided that interest on Transactions made during the period of a

statement other than Cash Advances will only accrue from the Payment Date of those Transactions specified in that statement; (c) interest will be added to the Corporate Card Account on the statement date. Interest will be charged on unpaid interest at the rate for the Transaction on which it arose; and (d) interest can be charged before and after any court judgement.

7.8 The exchange rate that will be applied to any Transaction (or refund thereof) that needs to be converted into euro will be based on an average rate calculated based on the card scheme (Mastercard) exchange rates for all Transactions on that day in the same currency. A variable margin will be added to this exchange rate, further details of which can be found in our Large Corporates & Institutions - Fees & Charges brochure. The applicable exchange rate will be that which applies on the Business Day NETS executes the Transaction. Current rates can be found at <https://www.nets.eu/dk-da/Pages/Exchangerates.aspx> (select Mastercard, search for "Danske Bank Irish Branch" and click "show rates"). Exchange rates can change continually and without notice.

7.9 At <https://danskeci.com/ie/transaction-banking/our-services/corporate-cards/currency-conversion-calculator>, you can see the difference between the actual total conversion costs at the time of the Transaction and the total conversion costs calculated based on the European Central Bank (ECB) daily reference rate on the day of the Transaction. You can choose to have the difference shown as a percentage or as an amount. Note that the ECB reference rate only covers European currencies and that the exchange rates change daily.

7.10 If you use the Card in a country that has not adopted the euro, the Merchant may propose converting the amount of the Transaction into euro before processing the Transaction. Before you agree to the conversion, the Merchant must advise you of all applicable charges and the applicable exchange rate or reference exchange rate. The exchange rate or reference exchange rate used by the Merchant may be different from that which would have been used by us had the Merchant not carried out the conversion.

7.11 If you fail to pay any money due under the Agreement, we will charge you daily interest on the amount unpaid until it is paid. The rate of interest will be the Corporate Card Rate that applies to the unpaid amount.

7.12 In addition, we may charge other account charges in accordance with the charges set out in our Large Corporates & Institutions – Fees & Charges brochure, including charges if you make a payment to us in a currency other than euro. We may add to or change these charges at any time by giving you written notice subject to any applicable legal or regulatory obligations to which we are subject.

7.13 If a Cardholder gives Card details to a Merchant so that they can continually deduct payments/subscriptions from your Corporate Card Account, the sums authorised may be debited to your Corporate Card Account at the agreed intervals until the payment authority is cancelled.

7.14 When writing a letter of cancellation to a supplier, the Cardholder should sign and date the letter, quote the full Card number and always

keep a copy as evidence of cancellation. The Cardholder should ask for and obtain written acknowledgement from the Merchant that the payment authority has been cancelled. The Cardholder should also give adequate notice of cancellation before a payment is due.

8. Refunds and claims

8.1 We will credit your Corporate Card Account with a refund when we receive a refund voucher or other refund confirmation acceptable to us.

8.2 We are not in any way liable if any Merchant refuses to accept your Card for whatever reason.

9. Breaching the Agreement

9.1 If you or a Cardholder breach the Agreement, we will charge you for any reasonable losses or costs we have to pay as a result. These may include costs we incur in tracing you or receiving money you owe us. If you fail to pay us any sum that has become due, or breach the Agreement in any other way, or any of the events or circumstances set out in clause 19.3 of Part 2 of the General Terms and Conditions

apply to you or any Cardholder, we may ask you or your trustee or executor to pay the full amount you owe, after we have sent you any notice required by law.

9.2 We may debit your Corporate Card Account with the amount of our costs incurred or charges made for any payment returned unpaid, advising you that the Credit Limit has been exceeded, communicating with you as a result of you breaching the Agreement and for any other costs incurred or charges made by us as a result of you or any Cardholder breaching the terms of the Agreement in accordance with the charges set out in our Large Corporates & Institutions Fees & Charges brochure. We may add to or change these charges at any time by giving you written notice subject to any applicable legal or regulatory obligations to which we are subject.

9.3 If you breach the Agreement we reserve the right to review any of your banking facilities with us or to withdraw any Credit Limit, subject to any applicable legal or regulatory obligations to which we are subject.

10. Change of address

10.1 You must write and tell us at once if you change your or any Cardholder changes his/her or their name, or you change your address, or if you make your payments to us by SEPA Direct Debit and you change the bank or building society from which you make your payments.

11. Refusal of Transactions

11.1 We can refuse to authorise a prospective Transaction if the amount would cause or may cause you to exceed your Credit Limit or otherwise cause your Corporate Card Account to become overdrawn, or if we suspect fraud or for any other objectively justifiable reason.

11.2 We can also refuse to authorise a prospective Transaction where we have identified non-compliance with authentication or other regulatory requirements by the Cardholder or the Merchant.

12. Changes to the Agreement

12.1 In addition to the circumstances set out in clause 26 of Part 2 of the General Terms and Conditions, we may vary the Agreement in light of developments, costs and practice.

Changes will be effective on notice to you in writing or using such other means as we may be permitted by applicable law, regulation or regulatory requirement to use, subject to any legal or regulatory obligation to provide you with a longer notice period, in which case we will give you not less than such longer notice period. We may in varying the Agreement introduce new changes to the Agreement, rates of interest, and changes to charges where the Card is used after any change becomes effective.

13. Termination

13.1 If you wish to end the Agreement you must advise us in writing and return all Cards issued for use on the Corporate Card Account cut in half across the magnetic strip and, if it contains one, the chip.

13.2 We may end the Agreement if: (a) you or any of you dies; or (b) any of the event or circumstances set out in clause 19.3 of Part 2 of the General Terms and Conditions apply to you or any of you; or (c) we give you at least one month's notice in writing or using such other means as we may be permitted by applicable law, regulation or regulatory requirement to use,

subject to any legal or regulatory obligation to provide you with a longer notice period, in which case we will give you not less than such longer notice period.

13.3 Terminating the Agreement will not affect your liability to us at that time. After sending you any notice required by law we may require you to repay at once all amounts you owe us. We will continue to add interest and charges to the Corporate Card Account until you have paid everything you owe under the Agreement.

13.4 We may give notice of termination of the Agreement orally (unless we are obliged by applicable law, regulation or regulatory requirement to provide notice in writing) or in writing. Where we do this, all Cards must be returned immediately and where the Agreement is suspended or ended, we may authorise or request any person to whom a Card is presented to retain or destroy it.

14. Relaxing the terms of the Agreement

If we allow you more time to make a payment, or otherwise delay in enforcing any right under the Agreement, this will not affect our strict legal rights under the Agreement.

15. Emergency Cards and Cash

If a Cardholder is outside Ireland and that Cardholder's Card is lost, stolen or ceases to function properly on request from you or that Cardholder, we will use our best endeavours to issue an emergency Card or emergency cash to that Cardholder. An emergency Card or emergency cash can be requested by telephoning +353 (0)1 484 3704. We aim to provide an emergency Card or emergency cash within 48 hours of contact from you or the Cardholder but we do not guarantee this. We accept no liability for the failure to deliver the emergency Card or emergency cash within this timeframe. The emergency Card will not be issued with a PIN and your existing PIN will not function with it. The emergency Card will be valid for a maximum period of three months from the date of issue and the Cardholder will be issued with a replacement Card as soon as possible. We will make a charge for the emergency Card or emergency cash that will be debited to your Corporate Card Account.

16. General

16.1 If we are unable to produce or send a statement, your liability for interest and charges

will still continue subject to our obligations under all laws, regulations and regulatory requirements.

Part 3

– Special Terms and Conditions applying to the use of 3D Secure

The General Terms and Conditions – Large Corporates & Institutions (the “**General Terms and Conditions**”) and this Part 3 of the Cards Booklet (the “**Special Terms and Conditions**”) apply to each Card (as defined below) and Service. Unless otherwise stated, where any Special Terms and Conditions are not consistent with the General Terms and Conditions then the Special Terms and Conditions will prevail to the extent of that inconsistency in relation to the relevant Account or Service. The use of the Card and PIN is also subject to any of the rules of Mastercard current at the time of use.

If you are a Corporate Customer, certain provisions below do not apply to you and do not form part of your Agreement with us. These will be specified. If you have any queries in relation to your categorisation as a Corporate Customer, or you believe your categorisation to be incorrect, please contact us as soon as practicable.

Definitions

Defined terms used in these Special Terms and Conditions shall have the meanings given to them in the General Terms and Conditions, unless otherwise defined herein. In these Special Terms and Conditions:

“**Account**” means the account which the Customer holds with the Bank on which a Card has issued;

“**Card**” means

- (i) the Danske Bank Mastercard Corporate Classic card,
- (ii) the Danske Bank Mastercard Corporate Classic Standard card,
- (iii) the Mastercard Corporate Gold card,
- (iv) the Mastercard Corporate Platinum card and
- (v) Debit Mastercard Business Card or any of them, which we provide to you for use by a Cardholder, and any replacement card;

“**Cardholder**” means the person to whom we issue any Card at your request;

“**Danske ID**” means Danske Bank’s Danske ID mobile application used to verify a Cardholder’s identity and authorise a Purchase;

“**Merchant**” means a retailer, supplier or third party who is authorised to accept the Card;

“**Mobile Device**” means a mobile phone device personal to the Cardholder that is able to receive SMS text messages;

“**One-Time Passcode**” means the six digit passcode sent to the relevant Cardholder’s mobile phone via SMS text message;

“**Password**” means a password chosen by a Cardholder for use with a Card to make Purchases on the internet;

“**Purchase**” means the use of the Card to purchase goods or services on the internet; and

“**Second Factor**” means a second payment authentication factor, such as Danske ID,

a Password, or another form of payment authentication used by the Bank.

1.1

In order to complete a Purchase using 3D Secure, each Cardholder must register their Mobile Device with the Bank for receipt a One-Time Passcode.

1.2

Where applicable, when a Cardholder seeks to make a Purchase, the use of the One-Time Passcode, together with a Second Factor, will satisfy the Bank's responsibilities in respect of strong customer authentication under the second Payment Services Directive.

1.3

3D Secure is a secure way of using a card to make Purchases and is utilised by the Bank in association with Mastercard Securecode™ or Mastercard Identity Check™.

1.4 Using 3D Secure

(a) Each Card is automatically enrolled for use with the 3D Secure service but each Cardholder's mobile phone number must be

registered with us before 3D Secure can be used for that Cardholder's Card.

(b) When the relevant Cardholder uses 3D Secure, this Part 3 applies to the use of the Cardholder's Card when making a Purchase.

(c) Each Cardholder must ensure that his/her Mobile Device can receive SMS text messages at the time of a Purchase.

(d) When a Cardholder seeks to make a Purchase on the internet, he/she is presented with an electronic summary of the Purchase. The Cardholder can then request that the One-Time Passcode is sent to his/her Mobile Device. The summary will include the details of the Purchase, such as a store name, purchase amount and date.

(e) The relevant Cardholder will be asked to sign the receipt by entering the One-Time Passcode and clicking "Submit" to proceed with the Purchase. Without the One-Time Passcode, the Purchase cannot take place.

(f) Authentication of a Purchase may also require the use of Danske ID or a Password. If any applicable authentication factor is entered incorrectly five times consecutively, the Cardholder will not be able to proceed with the Purchase.

(g) If a Cardholder changes their mobile phone number, he/she must notify us immediately to ensure that our records are up to date.

(h) Each Cardholder, or, in the event that the relevant Mobile Device used is paid for by the Customer, the Customer will be responsible for any fees or charges imposed by the mobile phone service provider in connection with the use of 3D Secure.

1.5 Security

(a) We do not verify the identity of any participating Merchant nor make any statement about their goods or services or whether any Cardholder should contract with it.

(b) The One-Time Passcode will only be valid for the Purchase that the relevant Cardholder has received it for. Each Cardholder is

responsible for maintaining the confidentiality of the One-Time Passcode and must not give the One-Time Passcode to anyone else.

- (c) If a Cardholder suspects there has been an unauthorised Purchase on the Account, he/she must notify us immediately in accordance with the terms and conditions for the Account.
- (d) We can stop a Cardholder from using 3D Secure where we have a right under the terms and conditions for the Account or Card to refuse or stop a payment on the Account.

1.6 Availability of 3D Secure

We try to give a complete service at all times but do not guarantee it. We will not be responsible to any Cardholder or the Customer under this Part 3 where any failure is due to abnormal or unforeseeable circumstances beyond our control or our obligation to comply with the law.

1.7 Ending 3D Secure

- (a) We can terminate 3D Secure by giving not less than two months' written notice to the

Customer (or less if permitted by law). We can do so in the following circumstances:

- i. we have reasonable grounds to believe that the Customer is no longer using the Account;
- ii. we are dissatisfied with the operation of the Account;
- iii. where the Customer has failed, within a reasonable period of time, to provide us with information which we may reasonably expect to receive in connection with the operation of the Account;
- iv. to comply with any amendment to law or regulation;
- v. to ensure that our business is profitable and competitive and our product range enables us to achieve our business and strategic objectives;
- vi. for any other valid reason provided the Account closure is a proportionate response to the underlying reason.

- (b) We can terminate 3D Secure immediately if there is any justifiable financial, reputational, operational or legal reason to do so including but not limited to the Bank having a suspicion that there is a threat to the security of its system or any Cardholder or Customer acting fraudulently or in an abusive or threatening manner with any of the Bank's staff. If we terminate in this way, we will only do so after giving notice of our intention to do so. If it is not possible to make contact in advance to advise of our intention, we will do so as soon as possible thereafter.

1.8 Account Closure

When a payment is made using a Card, an instruction using the One-Time Passcode (together with any other applicable authentication factor) will be treated as the relevant Cardholder's consent to comply with the instruction and as a valid and irrevocable instruction to us. Each Cardholder is responsible for all instructions sent using the One-Time Passcode and for ensuring that the One-Time Passcode is kept secure. Further information about liability in relation to use of any Card is set out in the terms and conditions applicable to it.

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.
www.danskeci.com/ie