



Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur Général d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg December 22 2008

Att : Procureur Général  
Re : Danske Bank S.A. – Criminal Complaint  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and mail  
Your fax # : +352 470550  
Numbers of pages : 87  
Attachment : 78 pages  
Copy : CSSF

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## C R I M I N A L C O M P L A I N T

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### 1. Preface

#### Perpetrators

- a. Sven Erik Lystbæk, Chairman.
- b. Klaus Mønsted Pedersen, Board of directors.
- c. Per Rohrmann Wesselhoff, position unknown.
- d. Johan Bjerregaard, Account Manager.
- e. Eivind Bjørnsen, Account Manager.
- f. Anne Kaupang Leighton , Account Manager.
- g. Jørgen Fænøe, Head of Credits.
- h. Morten Berg Jensen, Credit officer.
- i. Ole Stenersen, Legal Advisor.

All of the above named persons at Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

#### **Date of Crime**

The period of July 7 2003 ongoing up to date.

#### **Scene of Crime**

Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

#### **2. Criminal Actions – Background**

In the period from July 7 2003 till October 18 2006 we have deposited a little more than **€ 1 million** to our savings account No 653147 at Danske Bank International S.A. Luxembourg. See appendix # 5 for further details.

On October 17 2006 we bought our house in Luxembourg, and subsequently we moved to Luxembourg. The price of the house was €695.000 and it was paid in cash (that is; cheques drawn on our account on October 16 2006 and January 15 2007).

Some time in September 2008 Anne Kaupang Leighton invited us for lunch at the bank. The date was set to September 29 2008.

During this meeting we observed a person, Kaupang Leighton, that actually had no clue about our savings with the bank. We didn't get any statements or otherwise documents clarifying the picture of our assets. She tried to explain something about the account, but not even herself understood what she was trying to say,<sup>1</sup> besides that she obviously had been directed to tell us to sell something. We were quite shocked about the whole situation, and we were obviously forced to review all the documents sent to us from the bank from July 7 2003 and onwards.

Since I have been heavily occupied with other business in Sweden, France, Switzerland, Italy and Monaco, it has not been possible for me to spend *all* my time on this case after this meeting, but that changed after receiving several e-mails from Anne Kaupang Leighton in mid October 2008.

On October 13 2008 Anne Kaupang Leighton sent me an empty e-mail.

**See Appendix #1** : E-mail from the bank of October 13 2008.

On October 15 2008 Anne Kaupang Leighton sent me an e-mail basically stating that all our savings seemed to be lost.

**See Appendix #2** : E-mail from the bank of October 15 2008.

On October 20 2008 we got an e-mail from Anne Kaupang Leighton stating that we were in breach of an agreement. Attached to this e-mail was a letter from the bank, basically informing us that all our savings were lost.

**See Appendix #3** : E-mail from the bank of October 20 2008

During that particular week I was in Monaco, fully occupied with another case. I checked my e-mails on this Monday October 20 2008 and got quite flabbergasted by the way the bank approached us in regards to the e-mail of October 13 and 15 2008. A few hours later, at 12.07 I received another e-mail from the bank. This forced us to concentrate more on the review of our bank statements. The result so far is grave.

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<sup>1</sup> The meeting in whole is taped.

We immediately responded to the bank's letter by our letters of October 20 and 24 2008.

**See Appendix #4** : Our letter to the bank of October 20 and 24 2008.

The bank didn't respond to our requests, thus we contacted CSSF on October 27 2008 and asked for their intervention.

**See Appendix #5** : Our letter to the CSSF of October 27 2008

The bank responded somewhat by its letter of November 3 2008, but only copying what had been stated in their previous letter.

**See Appendix #6** : The bank's letter of November 3 2008.

On November 8 2008 we contacted the bank yet again, reminding the bank about our letter of October 24 2008 in which we asked the bank which contract we were in breach of, the legal consequences for the bank and the status of our savings.

**See Appendix #7** : Our reminder of November 8 2008 to the bank.

On November 11 2008 we contacted the bank yet again with two letters, reminding the bank about our requests in previous correspondence, as well as petitioning the bank to delete the unlawful bond they have on our house, as the house was bought by our own money.

**See Appendix #8** : Our two letters of November 11 2008 to the bank.

At the same day we asked the CSSF to intervene immediately.

**See Appendix #9** : Our letter of November 11 2008 to the CSSF.

The bank responded to our letters, which was dispatched to the bank by fax and mail the same day, with their letter of November 11 2008, informing us that they had moved the case to their legal department, and that they would come back to us. They never did.

**See Appendix #10** : The bank's letter of November 11 2008.

On December 16 2008 we asked the bank to transfer a certain amount to our son's school regarding tuition fee.

**See Appendix #11** : Our letter to the bank of December 16 2008.

At 1200 on December 19 2008 the bank closed our savings account, and our MasterCard, leaving us without money, only days before Christmas. As of this date the bank has somehow embezzled all our savings, estimated to some + €500.000,-.

The bank did not inform us about this closure, until 6 hours *after* the actual closing of our bank account.

**See Appendix #12** : The bank's fax to us of 18.37 December 19 2008.

By this action the bank also stopped our payment for tuition for our son.

\* \* \*

In the e-mails and letters from the bank the bank refers to a "Multipurpose Line Agreement" of different dates and with different amounts, in which the bank claims that we have entered into. This "agreement" which we don't recognise, should not be mixed up with the criminal actions mentioned and referred to in this document.

As for this "Multipurpose Line Agreement" – which we by the way have discovered is not a common term in the banking business – we do not agree to the bank's allegations that we have entered into such an agreement and that we are in breach of this. In this regard I want to underline that I was asked and offered by the Account Manager Johan Bjerregaard in a letter of August 20 2003 whether we wanted to invest long term in safe low risk Government bonds, which we did.

**See Appendix #13 : Bjerregaards letter to me of August 20 2003.**

As it appears in this letter, and in other documents, we were not interested in anything else but low risk investment. Despite this and only a few months later Bjerregaard sold out all these bonds and started what we would call a raid against our savings.

Whatever the bank has done after this point it is to be regarded as a "Ponzi Scheme" where we were promised by phone talks and flyers high returns at obviously low risk investment. In this regard the bank and its account managers knew that we had no other income when we (Herman, Katalin and our son) moved to Luxembourg than the interest on our savings, which should give any sane person a hint on what kind of risk we were willing and able to go into in regards to investments.

The bank alleges that we have invested our savings in different funds that now have gone bankrupt as a result of criminal actions (Lehman's, Madoff's and so forth). There are though no documents with signatures that can support this allegation of investments. And if we had signed on such a high risk investment on rotten funds, the bank has never informed us about these funds, nor have we got any Prospectus or any other legally binding documents explaining and informing us about such an alleged investment, documents that even require our signatures before entering into it. None of this exists.

**3. Criminal actions September 30 – December 31 2004: Illegal FX trade**  
During the period of September 30 – December 31 2004 the Account Manager Johan Bjerregaard has, without our consent or knowledge, operated our savings account of some **NOK 4.4 million** – as if it was his own – in criminal Foreign Exchange-speculations.

**See Appendix #14 : Report on "653147" of December 31 2004.**

At the end of December 2004 our savings of **NOK 4.363.927** (as of September 30 2004) had thus changed to a total liability to the bank of some **NOK 23.1 million**.

This sudden gigantic liability towards the bank had vaporised by the next bank statement of March 31 2005.

**See Appendix #15 : Report on "653147" of March 31 2005.**

Nevertheless it clearly shows that the Account Manager Bjerregaard or some of his co-workers had speculated in FX using and jeopardising all our savings. Most likely he or his co-collaborators have made profit out of this. This profit is to be assessed and seized by the prosecuting authority.

Such intervention and actions against our account indicate that this bank, or certain employees with this bank, operates client accounts for their own profit, in which is needless to say considered as a serious criminal action.



#### **4. Criminal actions June 30 – September 30 2005**

On September 7 2005 we made a deposit of €266.466 to our savings account. See appendix #5

In the bank statement of September 30 2005 all of a sudden we owe the bank some **NOK 1.027.367.**

**See Appendix #16 :** Report on "653147" of September 30 2005.

This unexplainable debt to the bank continues to exist in the bank statements to follow, despite the fact that we have no loans with the bank.

#### **5. Criminal actions March 31 – June 30 2006: Embezzlement**

During the period of March 31 – June 30 2006 the Account managers Øyvind Bjørnsen and Anne Kaupang Leighton have somehow embezzled a large amount from our account. The amount could span from some **NOK 873.829** and upwards.

According to the bank statement of March 31 2006 our savings was estimated to some **NOK 6.258.185.**

**See Appendix #17 :** Report on "653147" of March 31 2006.

According to the bank statement of June 30 2006 our savings had decreased dramatically and was estimated to some **NOK 4.882.094.**

**See Appendix #18 :** Report on "653147" of June 30 2006.

Taking into account our spending, transfer and a loan to a Luxembourg company during the period, we have estimated the embezzlement to at least some **NOK 873.829.**

#### **6. Continues criminal actions October 13 2006 – present: Embezzlement**

During the period following October 13 2006 the Account managers Øyvind Bjørnsen and Anne Kaupang Leighton have somehow embezzled a large amount from our account. The amount embezzled is estimated to + **NOK 4.5 million.**

According to the bank statement of October 13 2006 our savings was estimated to some **NOK 5.186.242.<sup>2</sup>**

**See Appendix #19 :** Report on "653147" of October 13 2006.

On October 18 2006 we made a deposit of some **€ 120.185** to our savings account, or the equivalent of some **NOK 1.019.881**, thus we held deposits – after spending – totalling in excess of **NOK 7 million** at the time we bought the house. See appendix #5 for further details.

According to the bank statement of December 31 2006 our savings was nevertheless estimated to some **NOK 4.622.254.**

**See Appendix #20 :** Report on "653147" of December 31 2006.

In this same bank statement the debt/liability to the bank increased by some **NOK 1.7 million**, to some **NOK 2.763.254** although we didn't make any loan or otherwise committed ourselves in which should explain this dramatically increase of debt. On the contrary during this period we deposited, as mentioned above, some € 120.185 to our

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<sup>2</sup> As shown above this amount should have been at least NOK 6 million at that time.

savings account as well as paying off some 14.4% of the purchase price of the house in addition to €51.200 in fees to the Notary.

During the period of 2007 – taken into account our spending – our savings unexplainably decreased by some **NOK 1.064.363**. During the period of January – March 2007 our liabilities to the bank increased by **NOK 4.814.892** to some **NOK 7.578.630**

What's really happened to our savings account after the time we bought our house has been somewhat difficult to assess, partly because the bank refuses to communicate with us. We still don't understand most of the bank statements that has been sent to us. The fact is though that we had deposited more than **NOK 7 million** at the time of the purchase of the house in mid October 2006, and that our complete savings has vaporised during the following 24 months.

I underline that our savings has nothing to do with the so called bank crises. It is a fact that the bank has 1) speculated in foreign exchange using and jeopardising our savings; 2) siphoned from our account on several occasions thus draining our savings account for several hundred thousand Euros. Close to **NOK 1.5 million** (€190.000 at the time) was embezzled from our account long before the end of 2006, and before we bought the house; 3) The bank has deceived us to sign a Mortgage Deed on January 15. 2007.

During the period of January till September 2008 – taken into account our spending – our savings further decreased by some **NOK 2.625.535**.

As mentioned before, the bank refuses to co-operate, as well as giving access to documents, answering to our requests etc.

#### **7. The banks unprofessional behaviour and actions – Closing**

In the bank's e-mail of October 20 2008 stating that we are in breach of an agreement, Kaupang Leighton states that the bank has dispatched this notification by Registered Mail. This is not true. We have still not received any registered mail from the bank what so ever, thus the bank has not legally terminated anything.

During phone conversations as well as the lunch meeting at the bank on September 29 2008, which has been taped, Kaupang Leighton has revealed the following:

1. She is in the board or even the chair of the Norwegian club in Luxembourg. Taken into account Kaupang Leighton's eagerness to talk loosely about anything and anybody, mentioning names on Norwegians in Luxembourg that she considers as whining, mentioning names on Norwegians and others that has been fired from different banks, etc, we consider it very likely that she has told Norwegians in the Norwegian Luxembourg club about our relationship with the bank, about problems that has occurred, etc. We find it hard to believe that she has not leaked information outside the bank about our business with the bank. In this regard I would like to inform the Prosecuting Authority that during the summer of 2007 we explored the possibilities to change bank. I talked with the Dresdner Bank, handed over all relevant documents, and we got a very positive response. We were thus about to take our savings to Dresdner. At this point we weren't aware of any problem with our own account. All of a sudden the Dresdner Bank shut us out, and refused to talk with us. Someone had obviously talked with this bank, and this might be someone at the Danske Bank that was afraid of getting caught. We understand now that as soon as we would break up with this bank, the reality would have surfaced and no bank would have even thought of taking over, as there in reality was nothing to take over.

2. During this lunch meeting Kaupang Leighton told us that she knew that we knew another woman working at the Danske Bank International S.A. and that our son attends

to the same school as this woman's children. She had obviously talked with this woman about us, but still she seemed to be untouched about the fact that this was a problem.

3. In this meeting of September 29 2008 Kaupang Leighton excused herself of not being up to date with our file, by stating that she had only had this case/file for a short time, indicating that she just recently had succeeded Øyvind Bjørnsen after he allegedly was sacked by the bank in May 2008. This statement is contradictory to the fact that she has been working with our savings account together with Bjørnsen since late summer of 2006 and should thus be fully qualified to answer questions in regards to our file. Her lack of knowledge told us that she hadn't prepared anything for this meeting, not herself nor any documents. She was though quite interested in whether we had assets/estates other places in the world thus clearly phishing for information about our global possessions, for some reason.

4. All of a sudden this spring Anne Kaupang Leighton started to address herself as "Wealth Manager". We have not signed any Wealth Management agreement with the bank. We have still not got any explanation on this.

5. Both during this meeting as well as during a phone conversation in July 2008, Kaupang Leighton was quite persistent on getting information about my case in Monaco. This case in Monaco has direct connection with my investigation on the multi billion dollar fraud in regards to the so called "Viking Bank" Zurich as well as "Viking Bank" Bermuda, in which Danske Bank is a major shareholder of (more than 10% of the share capital). On April 8 2008 the Swiss Federal Banking Commission declared to me that this company, Viking Schiffsfinanz A.G.:

"...is/was not authorised by the SFBC for an activity as a bank, securities dealer or in the domain of collective investment schemes."

Despite this fact, the "bank" has – according to documents obtained from Swiss company registers – conducted banking business (acting as a bank for the founders of the "bank" and their families as well as providing and financing clandestine activities in different countries, from its financial base in Switzerland) since 1958, without a license. Its clandestine activity is by the way in direct violation with the Swiss policy of neutrality.

Kaupang Leightons interest could origin from the bank's concerns thus doing anything to prevent such a scandal to surface.

6. During this meeting Anne Kaupang Leighton suggested to us to sell "our"<sup>3</sup> holdings in the so called "Ballanced fund".<sup>4</sup> At the time Kaupang Leighton proposed this, this fund was already closed for any trade due to the fact that Lehman Brothers had filed for bankruptcy. Any attempt or even suggestion on selling anything in connection with the Lehman Brothers would obviously be considered as a criminal action, at the latest on September 15.

There are other criminal actions that have to be investigated and prosecuted, but as for now there is no time, nor do I have the whole picture of what has really happened to actually pinpoint and thoroughly document these crimes. This task must be taken care of by the State public Prosecutor and his force.

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<sup>3</sup> We don't agree to be owner of any funds through Danske Bank International S.A. Even so, any agreements between us and the bank must be assessed null and void due to the fact that Danske Bank International S.A. has defrauded us for a long time, and for a considerable amount. Despite the fact that several of the bank's staff has seen this, even the auditors, no one has informed us about the defraud.

<sup>4</sup> See Appendix #4 for further explanation.

**7.** Since we got these alarming messages from the Bank we have several times requested answers, as well as access to documents, in our attempt to try to sort out what has happened to our savings. We have even asked the CSSF to intervene. The bank has refused to answer upon any questions, an attitude in which indicates that the bank is concealing something.

**8.** It needs to be mentioned that the Account Manager Øyvind Bjørnsen virtually interrogated us on several occasions whether we had additional assets somewhere else. We have now to ask; Why?

**9.** At the time we decided to move to Luxembourg, we considered changing bank, mostly as we needed a normal bank where we could do normal banking business, like paying bills, making withdrawals, and so forth. We really didn't need a private banking service. The bank convinced us to stay with them, suggesting that we could open a bank account in a "normal" bank for our day-to-day banking business and transfer certain amounts to this bank whenever needed. Furthermore the bank stated that there would be no problem helping us buying a house and financing our living. Some weeks after we signed the contract (purchasing the house) with the broker, Bjørnsen asked us to transfer our deposit in New Zealand<sup>5</sup> as well, although the bank already had based their willingness to "help" on what we had deposited with the bank at the time of the purchase. In reality it shows now that it was not a financing of our living (refinancing after buying the house) the bank brought us into, but rather a scam to keep us so that we would not discover the already completed embezzlement of Marc-June 2006. In this the bank needed more of our money, forcing us to transfer our ANZ deposit as well. In stead of helping us out with refinancing the house for our living, the bank continued to siphon from our account as well as holding and/or placing our savings in totally rotten funds, without our knowledge and consent.

**10.** We have also discovered that the bank has kept our statements/savings in NOK although we have placed our savings in Luxembourg. We do live in Luxembourg and we have not got any explanation why this has been done. Calculating our deposits in NOK obviously has helped decreasing the value of our savings.

**11. Important:** Although I have taped a few of the conversations with the bank as well as meetings, important statements can be lost if the tapes at the bank is not immediately seized. This goes for documents as well.

In these taped conversations the prosecuting authority will find information that Danske Bank International S.A. was duly informed about the so called crisis/collapse in the banking business early in 2008, long before the actual collapse. Kaupang Leighton told me earlier this year that the first banks to go bankrupt are the Icelandic ones. I didn't understand the consequences of the statement at that point. This statement to me and thus the common knowledge within the bank is supported by the article in "Business.dk" with the following heading on July 17 2008: "Heads of Danske Bank sold on top". The heading refers to the fact that these heads sold their stocks in Danske Bank before the stocks plummet.

**See Appendix #21 :** Article in Business.dk of July 17 2008

In regards to Kaupang Leighton's statement, not only the heads of the bank knew about this so called collapse, but obviously certain account managers as well.

**12.** When we paid for the house on January 15 2007, and at the same time was handed the keys for the house at the Notary, two people from the bank showed up and

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<sup>5</sup> He got the information of this deposit by virtually interrogating us about our global assets.

presented a paper written in German in which we had to sign. This paper, which shows up to be a Mortgage Deed or a special hypothèque, was not translated into either English or any other language we understand. Thus we didn't really understand what kind of a paper we were signing on, although the Notary tried to make an ad hoc translation. All we really knew was that we had to sign to get the keys to the house. We understand now that this "deed" was not done according to EU law in regards to financial instruments, if that is what it is.

**13. In closing I petition the Procureur Général:**

- 1) to investigate the above mentioned actions and prosecute the offenders.
- 2) to seize all evidence both at the bank as well as at the homes of the named persons mentioned above.
- 3) to see that Danske Bank International S.A.'s banking license is immediately suspended.
- 4) to see that our bank account immediately is re-opened.
- 5) to see that our savings as well as claims for damages is secured in case of liquidation of the bank.

\* \* \*

Our bank statements and other documents are at the Public Prosecutors disposal, at any time. Please do not hesitate to contact us for any questions.

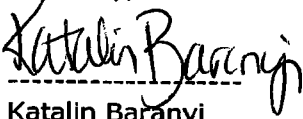
The situation is precarious and we ask that the administration of this criminal complaint gets the highest priority.

\* \* \*

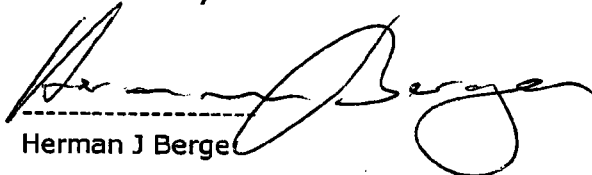
This Criminal Complaint is submitted to the Procureur Général in English in accordance with the ECHR.

DATED in Luxembourg this 22 day of December 2008; and delivered by fax and ordinary mail to the attention of the Procureur Général

Sincerely,

  
-----  
Katalin Baranyi

Katalin Baranyi

  
-----  
Herman J Berge

Herman J Berge

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**From:** Anne Kaupang Leighton [anne.leighton@danskebank.lu]  
**Sent:** Monday, October 13, 2008 11:40 AM  
**To:** herman.berge@libertymedianetworks.co.uk  
**Subject:** Hei Herman. Vennligst ring meg snarest.

Kind regards,

Anne Kaupang Leighton  
Wealth Manager

Danske Bank International S.A.  
Private Banking  
13, rue Edward Steichen, P.O. Box 173  
L-2011 Luxembourg  
Phone +352 46 12 75 632  
Fax +352 47 30 78  
Mobile +352 621 359 758  
[anne.leighton@danskebank.lu](mailto:anne.leighton@danskebank.lu)  
[www.danskebank.lu](http://www.danskebank.lu)

# BILAG 000002

Herman J Berge

---

From: Anne Kaupang Leighton [anne.leighton@danskebank.lu]  
Sent: Wednesday, October 15, 2008 12:16 PM  
To: herman.berge@libertymedianetworks.co.uk  
Cc: Dorthe H. Østergaard; Søren Nils Nilsson; Fredrik Holm  
Subject: Fw: Hei Herman. Vennligst ring meg snarest.

Hei Katalin og Herman,

Jeg har både sendt deg mail og lagt igjen beskjed på din telefonsvarer.

Etter siste tids store fall i markedet er vi nå kommet i den situasjon at vi blir nødt til å selge din portefølje.

Vi har idag et overtrekk på Euro 30 000 og skal vi komme i balanse må vi selge for mer enn Euro 100 000, og din verdiportefølje er i dag under dette.

For å holde seg innenfor lånekonseptets rammer må vi i tillegg til salg be deg om å overføre Euro 10 000.

I tillegg krever også banken at lånerenten skal betales ved hvert forfall. Nytt renteforfall er den 23.10.08 og rentebeløpet å betale vil være Euro 11.758,37.

Dersom du ikke kontakter meg i dag ser vi oss dessverre nødt til å tvangs selge din portefølje.

Med vennlig hilsen,

Anne Kaupang Leighton  
Wealth Manager

Danske Bank International S.A.  
Private Banking  
13, rue Edward Steichen, P.O. Box 173  
L-2011 Luxembourg  
Phone +352 46 12 75 632  
Fax +352 47 30 78  
Mobile +352 621 359 758  
[anne.leighton@danskebank.lu](mailto:anne.leighton@danskebank.lu)  
[www.danskebank.lu](http://www.danskebank.lu)

— Forwarded by Anne Kaupang Leighton/LEIG/Intranet/DDB on 15/10/2008 11:51 —

Anne Kaupang Leighton/LEIG/Intranet/DDB

To [herman.berge@libertymedianetworks.co.uk](mailto:herman.berge@libertymedianetworks.co.uk)

cc

13/10/2008 11:40

Subject: Hei Herman. Vennligst ring meg snarest.

Kind regards,

Anne Kaupang Leighton  
Wealth Manager

Danske Bank International S.A.  
Private Banking  
13, rue Edward Steichen, P.O. Box 173  
L-2011 Luxembourg  
Phone +352 46 12 75 632  
Fax +352 47 30 78  
Mobile +352 621 359 758  
[anne.leighton@danskebank.lu](mailto:anne.leighton@danskebank.lu)  
[www.danskebank.lu](http://www.danskebank.lu)

Herman J Berge

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**From:** Anne Kaupang Leighton [anne.leighton@danskebank.lu]  
**Sent:** Monday, October 20, 2008 12:07 PM  
**To:** herman.berge@libertymedianetworks.co.uk  
**Cc:** Jørgen Fænøe; Fredrik Holm  
**Subject:** Letter  
**Attachments:** Berge and Baranyi.pdf

Please note that the attached letter has been sent by registered mail from the bank today.

I have repeatedly tried to contact you, but without success. Please urgently contact the bank. If not, the bank is obliged to sell your securities on Tuesday 21st October as mentioned in our letter.

*(See attached file: Berge and Baranyi.pdf)*

Kind regards,

Anne Kaupang Leighton  
Wealth Manager

Danske Bank International S.A.  
Private Banking  
13, rue Edward Steichen, P.O. Box 173  
L-2011 Luxembourg  
Phone +352 46 12 75 632  
Fax +352 47 30 78  
Mobile +352 621 359 758  
[anne.leighton@danskebank.lu](mailto:anne.leighton@danskebank.lu)  
[www.danskebank.lu](http://www.danskebank.lu)

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Mr Herman Berge and Mrs Katalin Baranyi  
665, rue de Neudorf  
L-2220 Luxembourg

Danske Bank International  
13, rue Edward Steichen  
P.O. Box 175  
L-2011 Luxembourg  
WWW.danskebank.lu  
Telephone +352 46 12 751  
Telefax +352 47 30 78  
SWIFT DABALU33  
www.danskebank.lu  
CR3484/00

17 October 2008

Send by mail and e-mail.

**Your EUR 1,200,000 Multipurpose Line Agreement dated 16 October 2006 and later  
Amendment 4 September 2007.**

Dear Sir and Madam,

We hereby inform you that you are in breach of the agreement mentioned above due to the fact that the Actual Security Ratio (0.73) is higher than the Requested Security Ratio (0.71), as defined in clause 9 B and 15 A.


Your Wealth Manager Anne Leighton has tried to contact you several times during the last week but you have not responded or rectified the situation.

Please note that we will sell all of your securities and together with your cash holdings, reduce your outstanding loan on Tuesday 21 October 2008 at 12.00, if we have not heard from you to find a solution. The only security not being sold is the DLF Balanced Fund, which fund for the time being is closed for trading. The present value of the DLF Balanced Fund is 219,152.37.

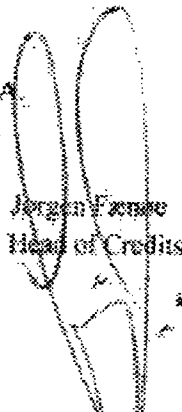
We enclose an account statement as per today and please note that we have covered outstanding EUR 3,163.45 on your two MasterCard from your EUR account no 6531475501 leaving a balance of EUR 219,300.48 to be used for reduction of outstanding loan.

Yours faithfully,  
Danske Bank International S.A.

Anne Leighton  
Wealth Manager



Jørgen Fønne  
Head of Credits



## Custody account statement as at 17 October 2008

NOK - 003147

(trade date)

Assets

Shares	Holding	Ccy	Price	Date	Avg. purchase price	Value in ccy	Exchange rate	Balance	Share of assets
SEAGEN Global/NO	197.14	NOK	533.5382	15/10/08	845.3155	105,182.58	1.0000	105,182.58	3.62
SEAGEN Kom-Ti/NO	338.23	NOK	278.8390	13/10/08	465.3029	99,888.93	1.0000	99,888.93	3.44
DAAF Allo Dynam	1,163.02	EUR	18.3760	13/10/08	22.1593	21,371.80	8.8585	189,321.09	6.52
DLF Balanced A	50.89	EUR	484.9300	10/10/08	1,011.1616	24,683.49	8.8585	218,608.70	7.53
Ocean Eq Inv II	875.00	JPY	5,532.6629	30/09/08	10,100.0000	4,841,080.00	0.0653	316,161.25	10.89
<b>Total Investment funds</b>								929,213.55	32.01
<b>Total Shares</b>								929,213.55	32.01

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account 6531470801	0.00	NOK	0.00	1.0000	0.00	0.00
Money Market Account 6531472701	0.00	AUD	0.00	0.0000	0.00	0.00
Money Market Account 6531470901	0.00	CHF	0.00	0.0000	0.00	0.00
Money Market Account 6531470901	0.00	DKK	0.00	0.0000	0.00	0.00
Money Market Account 6531475501	222,463.93	EUR	334.12	8.8585	1,971,656.52	67.99
Money Market Account 6531470901	0.45	GBP	0.00	11.4156	5.14	0.00
Money Market Account 6531475901	0.00	HUF	0.00	0.0000	0.00	0.00
Money Market Account 6531474201	0.00	ISK	0.00	0.0000	0.00	0.00
Money Market Account 6531471201	0.00	JPY	0.00	0.0000	0.00	0.00
Money Market Account 6531476001	0.00	MXN	0.00	0.0000	0.00	0.00

Continued on next page

Continued from previous page  
**Custody account statement as at 17 October 2008**  
 (trade date)  
**Assets**

NSM - 055147

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account 6531472801	0.00	NZD	0.00	0.0000	0.00	0.00
Money Market Account 6531470701	0.00	SEK	0.00	0.0000	0.00	0.00
Money Market Account 6531474501	0.00	TRY	0.00	0.0000	0.00	0.00
Money Market Account 6531470101	0.00	USD	0.00	0.0000	0.00	0.00
Money Market Account 6531473701	0.00	ZAR	0.00	0.0000	0.00	0.00
<b>Total Accounts</b>					1,973,661.66	67.99
<b>Total assets</b>					2,902,873.21	100.00

## Custody account statement as at 17 October 2008

NOK - 6931.47

(trade date)

## Liabilities

Loans	Amount	Ccy	Interest rate	Start date	Maturity	Accrued interest in ccy	Exchange rate	Balance	Share of liabilities
Placement (Loan)	735,000.00	EUR	6.26	23/07/08	23/10/08	-11,119.33	8.8585	-6,609,498.08	99.58
<b>Total Loans</b>								-6,609,498.08	99.58
Accounts	Balance in the accounts ccy	Ccy				Accrued interest in ccy	Exchange rate	Balance	Share of liabilities
Platinum MasterCard 6531475502	-1,931.49	EUR				0.00	8.8585	-17,110.10	0.26
Platinum MasterCard 6531479601	-1,231.96	EUR				0.00	8.8585	-10,813.32	0.16
<b>Total Accounts</b>								-28,023.42	0.42
<b>Total Liabilities</b>								-6,637,521.50	100.00
<b>Portfolio - net value</b>								-3,734,646.29	100.00

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Danske Bank  
P.O. Box 173  
2011 Luxembourg

Luxembourg October 20 2008

Att : To whom it may concerns  
Re : Your distress e-mail of October 17 2008  
Case # :  
Your reference : 6531470801  
Our reference :  
Posting by : Mail and fax  
Your fax # : 47 30 78  
Numbers of pages : 3  
Attachment :  
Copy : Mr. Fredrik Holm; Mrs. Anne Kaupang Leighton; Mr. Joergen Faenoe.  
**Priority : Urgent!**

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Regarding your e-mail of October 20 2008.

First of all we want to express our great surprise on how the bank is treating us as customers and how the bank reacts upon a short delay of response to earlier phone calls.

We have both been busy and abroad, separately, the whole previous week. Anyhow we would have expected a letter from the bank explaining what Mrs. Kaupang Leighton wanted to tell us, in stead of a (e-mail-) notice of default, and a fixed deadline of just a few hours to contact the bank. We find this way of actions highly unprofessional.

#### **Situation and assets**

In the period between 2003 till 2006 we have trusted the bank with some of our assets, approximately € 1 million.

Three weeks ago we attended to a planned meeting with the bank, with Mrs. Anne Kaupang Leighton. At this meeting, on September 29 2008, Mrs. Kaupang Leighton informed us that there was some €350.000,- left of our savings, a quite disturbing message.

Subsequent to the meeting we experienced an alarming feeling that something was really wrong regarding our investments and the whole situation with the bank.

As a consequence to this meeting we were forced to start investigating what had happened to our money trusted with the bank. A brief examination of the paperwork and correspondence shows; unnatural and inexplicable movements of assets; inaccurate and mixed up bank statements; missing of substantial assets long before the so called financial crisis struck, as well as information that easily could lead to the conclusion that the bank knew about this so called financial crisis quite some time *before* it struck.

### **Collaterals**

This June/July we were asked to level up our account with some €25.000,-. Mrs. Kaupang Leighton was asked to reconsider our collaterals as this has changed in a favourable way: 1). A similar house to ours has been sold in the area for some €880.000,-. We bought this house for some €695.000,- in September 2006. At the same time The Bank's own taxation valued this house to some €750.000,-; a good deal, the bank expressed. 2) I have started my Ph.D. program which will give me a reasonable monthly payment for three years ahead, with numerous opportunities afterwards.

None of this was taken into consideration by the bank. Mrs. Kaupang Leighton instead told us that we are not able to handle/service the loan, and then she started asking about the court case in Monaco and what we could expect regarding solutions. This ended the discussion and we were forced to sell our securities despite the favourable change in regards to our collaterals.

### **The meeting of September 29 2008**

During this meeting we experienced the following non-exhaustive facts concerning our wealth manager, Mrs. Kaupang Leighton:

- She didn't know the amount of our loan.
- She didn't know anything about the terms of the loan.
- She didn't know anything in regards to the given interest rate.
- She didn't know that we were paying the accumulated interest once a year as agreed. On the contrary she stated that since we *didn't* pay any interest on this loan, this would contribute to a bigger gap between security and liabilities and consequently, according to her, we were not servicing our mortgage.
- She concealed the problems that the Lehman Brothers-crisis had caused to our investments.

We were shocked about Mrs. Kaupang Leighton's ignorance regarding our portfolio. Following our repetition of what the bank (she and Mr. Bjørnsen) told us in 2006 about the interest and payment of the interest, Mrs. Kaupang Leighton eventually stated something that it is obvious that there *is* some kind of repayment here.

She explained her ignorance to our investments and liabilities by making an excuse that she had taken over the portfolio from her predecessor Mr. Bjørnsen in May this year, and that this was somehow the reason. Regardless of what Mr. Bjørnsen has done in this case, which now has to be assessed, Mrs. Kaupang Leighton had more than 4 months to prepare for this meeting and in that regard; try to understand our portfolio, our investments and liabilities.

What is obvious here is that Mrs. Kaupang Leighton was not at all prepared for this meeting. She had invited us for a 2-3 hour long meeting and lunch treated by us – according to her she could sit with us the whole day – at the corner meeting room next to the cantina where everybody easily could observe who were sitting inside, with no previous preparation it seems other than the instruction to us; you have to sell something.

On October 17 2008 we got a letter from the Bank dated October 16 2008 stating that the Balanced fund has been suspended from trading. Given the international news release on September 15 2008, where Lehman Brothers filed for bankruptcy protection, it was obvious for the Danske Bank that the Balanced fund would be worthless trading with at the latest at this very day.

After this date, there would be no trading in this fund as this would be considered as a fraudulent action. Mrs. Kaupang Leighton's knowledge about the crisis in Lehman Brothers didn't stop here from giving us, in this meeting, the option considering a sale of

our investments in the Balanced fund. Mrs. Kaupang Leighton advised us though to accept a sell off of stakes in the Dynamic-portfolio instead, as she knew that a sale in the Balanced fund would be both useless, worthless as well as a criminal action at least against a potential buyer.

We want to underline that Mrs. Kaupang Leighton did not mention any problems in regards to the bankruptcy in Lehman Brothers, which she obviously should have, considering the purpose of this meeting.

At the meeting as well as during phone conversations this June/July we mentioned our favourable changed collateral situation. Mrs. Kaupang Leighton didn't care about this tangible collateral, instead she wanted to know about the court cases in Monaco, and whether there existed any foreseeable income from these cases, consequently asking about highly uncertain collaterals while avoiding the presented tangible collaterals.

**In conclusion**

As mentioned the bank's actions, and in particular our experiences from the last meeting, has been both a revelation as well as an eye-opener to us. We have as a consequence asked for professional help to examine the situation and our relationship with the bank starting from June 2003. At the time this examination is duly completed, the findings will be handed over to the bank together with a request for an immediate meeting.

On these grounds we urge the bank to halt any actions whatever mentioned in the letter from the bank of October 20 2008 as well as other damaging actions against us or our properties. Persons partaking in any such actions will together with the bank be held jointly and severally liable.

We find it correct to suggest that the correspondence between us and the bank from now on will be in writing, and that the bank will appoint an accountable person that we can correspond with regarding this case.

We need your fax receipt that this document has been duly received by an accountable person in the bank no later than 0900 of October 21 2008.

Luxembourg October 20 2008

  
Katalin Baranyi

  
Herman J Berge

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Danske Bank  
P.O. Box 173  
2011 Luxembourg

Luxembourg October 24 2008

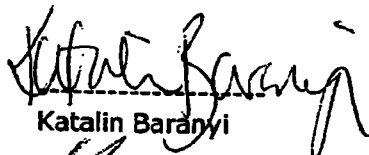
**Att** : To the President/chairman  
**Re** : Letter of October 17 2008  
**Case #** :  
**Your reference** :  
**Our reference** : 653147  
**Posting by** : Mail and fax  
**Your fax #** : 47 30 78  
**Numbers of pages** : 1  
**Attachment** :  
**Copy** : Mr. Fredrik Holm; Mrs. Anne Kaupang Leighton; Mr. Joergen Faenoe.  
**Priority** :

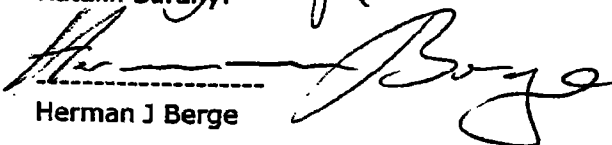
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Regarding letter of October 17 2008.

1. Which contract are we in breach of?
2. Which are the legal consequences for the bank?
3. What is the status of the close to €1.000.000,- that was transferred to the bank to be credited our name/account in 2003, 2005 and 2006?

Luxembourg October 24 2008

  
Katalin Baranyi

  
Herman J Berge



Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Commission de Surveillance du Secteur Financier  
Secrétariat Général  
Ms. Danielle Mander  
110, route d'Arlon  
L-2991 Luxembourg  
Luxembourg

Luxembourg October 27 2008

Finanstilsynet (The Danish FSA)  
Gl. Kongevej 74 A  
1850 Frederiksberg C  
Denmark

**Att** : Ms. Mander (Luxembourg), to whom it may concern (Denmark)  
**Re** : Deposits in Danske Bank International, Luxembourg.  
**Case #** :  
**Your reference** :  
**Our reference** : 653147  
**Posting by** : Mail and fax  
**Your fax #** : 26 25 1 601; +45 33 55 82 00 (The Danish FSA)  
**Numbers of pages** : 7  
**Attachment** : 5 (5 p)  
**Copy** :  
**Priority** : Urgent

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## **Request for urgent assistance - Intervention.**

On July 7 2003 NOK 4.000.000 was deposited in my name in Danske Bank International S.A. 2, rue de Foss, 2011 Luxembourg, see appendix # 1.

On August 19 2003 NOK 1.000.000 was deposited in my name in Danske Bank International S.A. 2, rue de Foss, 2011 Luxembourg, see appendix # 2.

On September 7 2005 € 266.466 was deposited in my name in Danske Bank International S.A. 2, rue de Foss, 2011 Luxembourg, see appendix # 3.

On October 16 2005 NOK 100.000 was deposited in my name in Danske Bank International S.A. 2, rue de Foss, 2011 Luxembourg, see appendix # 4.

On October 18 2006 € 120.184 was deposited in my name in Danske Bank International S.A. 2, rue de Foss, 2011 Luxembourg, see appendix # 5.

The mentioned deposits represents approximately NOK 8.380.000 or € 1.001.100.

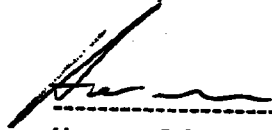
On October 20 2008 I received an e-mail from Mrs. Anne Kaupang Leighton (wealth manager with the Danske Bank International, Luxembourg), telling me that my deposits has been lost.

In this regard I have contacted both the chairman and the managing director but they have not replied as yet.

Our 8.38 million NOK can not just disappear from Luxembourg.

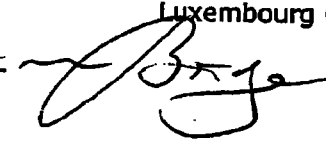
I see similarities with the BCCI-case from 1982, and we ask the authorities for urgent intervention in order to find out where my savings are. I presume that there are other similar cases.

Sincerely

A handwritten signature in black ink, appearing to read 'Herman J Berge', written over a horizontal dashed line.

Herman J Berge

Luxembourg October 27 2008

A large, stylized handwritten signature in black ink, likely the same as the one above, written over a horizontal dashed line.

MOTTATT

05 NOV. 2008

Danske Bank

Mrs Katalin Baranyi and Mr Herman J. Berge  
665, rue de Neudorf  
L-2220 Luxembourg

Danske Bank International S.A.

13, rue Edward Steichen  
P.O. Box 173  
L-2011 Luxembourg

Telephone +352 46 12 75 599  
Telefax +352 47 30 78  
www.danskebank.lu

3 November 2008

**EUR 1,000,000 Multipurpose Line Agreement dated 16 October 2006 (as amended by increasing the amount of the Facility to EUR 1,200,000 on 4 September 2007) (hereinafter referred to as "your Multipurpose Line Agreement")**

Dear Mrs Baranyi and Mr Berge,

We refer to our letter dated 17 October 2008, your facsimile dated 20 October 2008 and your last facsimile dated 24 October 2008. In accordance with the first paragraph of Clause 15.(A) of your Multipurpose Line Agreement, Danske Bank International S.A. (hereinafter referred to as "**the Bank**") is allowed to declare all your obligations under your Multipurpose Line Agreement immediately due and payable if the Actual Security Ratio becomes higher than the Requested Security Ratio. On 17 October 2008, we informed you that your Actual Security Ratio was higher than your Requested Security Ratio. Despite that we gave you until 21 October 2008 to retrieve that situation, or else we would sell your securities, except for DLF Balanced Fund, and reduce your outstanding loan. We have not sold your securities yet but only used the cash to reduce the loan to EUR 534,648.16.

To date, your Actual Security Ratio remains higher than your Requested Security Ratio. By this letter, we hereby grant you another grace period by giving you eight (8) further days to provide the Bank with additional collaterals or reduce the outstanding loan.

We are looking forward to hearing from you and we hope that you will find this letter constructive as any other formal action usually would be detrimental to a mutually prosperous business relationship.

Yours sincerely,

Danske Bank International S.A.

Morten Berg Jensen

Credit Officer

Jørgen Rønne

Head of Credits

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

LUXEMBOURG NOVEMBER 8, 2008



Danske Bank  
P.O. Box 173  
2011 Luxembourg

Luxembourg October 24 2008

Att : To the President/chairman  
Re : Letter of October 17 2008  
Case # :  
Your reference :  
Our reference : 653147  
Posting by : Mail and fax  
Your fax # : 47 30 78  
Numbers of pages : 1  
Attachment :  
Copy : Mr. Fredrik Holm; Mrs. Anne Kaupang Leighton; Mr. Joergen Faenoe.  
Priority :

Regarding letter of October 17 2008.

1. Which contract are we in breach of?
2. Which are the legal consequences for the bank?
3. What is the status of the close to €1.000.000,- that was transferred to the bank to be credited our name/account in 2003, 2005 and 2006?

Luxembourg October 24 2008

  
Katalin Baranyi  
Herman J Berge

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Danske Bank International S.A.  
P.O. Box 173  
2011 Luxembourg

Luxembourg November 11 2008

Att : To the President/chairman  
Re : Your letter of October 17 2008, e-mail of October 20 2008, letter  
of November 3 2008.  
Case # :  
Your reference :  
Our reference : 653147  
Posting by : Mail and fax  
Your fax # : 47 30 78  
Numbers of pages : 2  
Attachment :  
Copy :

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Regarding our savings account 653147:

I am referring to our letter of October 24 2008, as well as our reminder of November 8 2008.

This is reminder # 2, and we are still waiting for you to inform us what is the status of our deposits which was deposited on the named savings account as follow:

On July 7 2003, August 19 2003, September 7 2005, October 11 2005 and October 18 2006 we deposited the amount of respectively NOK 4 million, NOK 1 million, € 266.466,69, NOK 100.000, and €120.184,93.

With a compound interest of 3,5% on our savings account, starting on the said dates, the balance as of today should be in total of € 1.153.984,43 or NOK 10.101.437,33 (as of Friday November 7 2008)

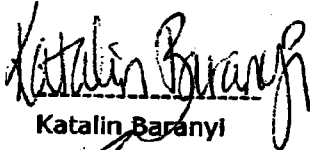
We notice from the land registry (hypothec register) that your bank has registered a bond in our house in the amount of €420.000 on January 26 2007.

The house was bought with our own funds (some €695.000), which means that if we deduct the bond of €420.000 from our balance of € 1.153.984,43 we should have approximately €733.984,43 minus withdrawals and credit card charges during the period 2003-2008.

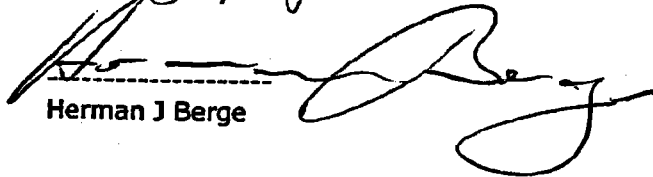
We hereby ask the following:

The bond on our house of €420.000,- to be deleted as the house was purchased of our own funds.

That the bank informs us of the total amount of cash withdrawals and credit card charges, so that we can balance the account.

  
Katalin Baranyi

Luxembourg November 11 2008

  
Herman J Berge

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Danske Bank International S.A.  
P.O. Box 173  
2011 Luxembourg

Luxembourg November 11 2008

Att : To the President/Managing Director Mr. Klaus Mønsted Pedersen  
Re : Your letter of October 17 2008, e-mail of October 20 2008, letter  
of November 3 2008.  
Case # :  
Your reference :  
Our reference : 653147  
Posting by : Mail and fax  
Your fax # : 47 30 78  
Numbers of pages : 1  
Attachment :  
Copy :

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Regarding our savings account 653147:

This is reminder # 3.

We are still waiting for you to answer our letter of October 24 2008.

In the mean time I have received a letter dated November 3 2008 signed by Mr. Morten Berg Jensen and Mr. Joergen Faenoe writing about "Actual Security Ratio", and "Requested Security Ratio", which forces us to ask: What are these ratios, and what they have to do with our savings account?

  
Katalin Baranyi

Luxembourg November 11 2008

  
Herman J Berge

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Commission de Surveillance du  
Secteur Financier Luxembourg  
Secrétariat Général  
Ms. Danielle Mander  
110, route d'Arlon  
L-2991 Luxembourg  
Luxembourg

Luxembourg November 11 2008

Att : Ms. Mander  
Re : Deposits in Danske Bank International S.A., Luxembourg.  
Case # :  
Your reference :  
Our reference : 653147  
Posting by : Mail and fax  
Your fax # : 26 25 1 601  
Numbers of pages : 3  
Attachment : 2 (2 p)  
Copy :  
Priority : Urgent

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**Request for urgent assistance – Intervention.**

Attached you will find my two letters to the bank of October 24 2008 and a reminder of November 8 2008, which have not been answered.

I need urgent assistance as the bank refuses to; 1) respond to my inquiries; 2) give me access to the documents of our savings account; 3) inform me of the status of our savings account.

I herby authorise you to act on my behalf in this matter.

Your urgent intervention is highly appreciated.

Sincerely

  
Luxembourg November 11 2008  
Herman J Berge

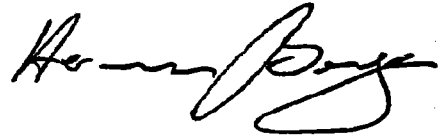


REMINDER !

Mr. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

LUXEMBOURG NOVEMBER 8, 2008



Danske Bank  
P.O. Box 173  
2011 Luxembourg

Luxembourg October 24 2008

Att : To the President/chairman  
Re : Letter of October 17 2008  
Case # :  
Your reference :  
Our reference : 653147  
Posting by : Mail and fax  
Your fax # : 47 30 78  
Numbers of pages : 1  
Attachment :  
Copy : Mr. Fredrik Holm; Mrs. Anne Kaupang Leighton; Mr. Joergen Faenoe.  
Priority :

Regarding letter of October 17 2008.

1. Which contract are we in breach of?
2. Which are the legal consequences for the bank?
3. What is the status of the close to €1.000.000,- that was transferred to the bank to be credited our name/account in 2003, 2005 and 2006?

Luxembourg October 24 2008



Katalin Baranyi



Herman J Berge

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Danske Bank  
P.O. Box 173  
2011 Luxembourg

Luxembourg October 24 2008

Att : To the President/chairman  
Re : Letter of October 17 2008  
Case # :  
Your reference :  
Our reference : 653147  
Posting by : Mail and fax  
Your fax # : 47 30 78  
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Faenoe.  
Priority :

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Luxembourg October 24 2008

  
Katalin Baranyi

  
Herman J Berge

Ms Katalin Baranyi & Mr Herman Berge  
665, rue de Neudorf  
L - 2220 Luxembourg

Danske Bank International  
13, rue Edward Steichen  
P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 75 1  
Telefax +352 47 30 78

[www.danskebank.lu](http://www.danskebank.lu)

11 November 2008

Ref. 653147/L&C

**Your telefaxes dated 11 November 2008**

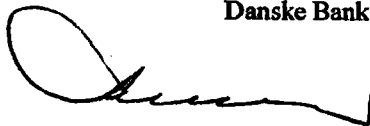
Dear Ms Baranyi and Mr Berge,

We hereby acknowledge receipt of your above-mentioned telefaxes addressed to the President/Chairman and to the bank's P.O. Box.

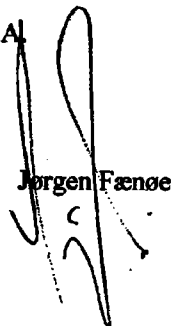
According to the bank's procedures your telefaxes have been handed over to the Legal Department and we shall revert as soon as possible.

Due to the insufficient cover ratio mentioned in our letters of 17 October and 3 November 2003, we regret having to inform you that we at present cannot execute your request for a transfer of EUR 15,000.00 to Fortis Banque.

Yours sincerely,  
Danske Bank International S.A.



Ole Stenersen



Jørgen Færnø

# BILAG 000011

Ms. Katalin Baranyi and Mr. Herman J Berge  
666, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Danske Bank International S.A.  
P.O. Box 173  
2011 Luxembourg

Luxembourg December 16 2008

To Fax # : +352 47 30 78  
Att :

---

Our account number: **653147**

Could you please transfer from the above mentioned account - without charges for the beneficiary - **€ 4.500,-** (Euro-four-five-zero-zero) to:

St. Gorge's International School Luxembourg A.S.B.L.  
Rue de Marguerites  
L-2127 Luxembourg

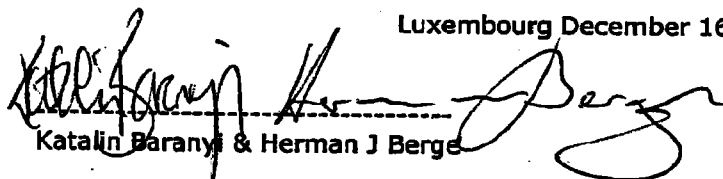
BCEE Bank Luxembourg  
Account number : LU76 0019 2455 3244 800  
Bank code : BCEELULL

Re: 2103 / **BARANYI01**

Thank you.

Sincerely

Luxembourg December 16 2008

  
Katalin Baranyi & Herman J Berge

**BILAG** 000012

Katalin Baranyi &amp; Herman J. Berge

Danske Bank International  
13, rue Edward Steichen  
P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 75 1  
Telefax +352 47 30 78

www.danskebank.lu

19 Dec. 2008

To:

Fax No. 26 43 12 11

Company

Department

Reference

From:

Reference Legal Department

Fax No. +352 47 30 78

Telephone No. 461275419

No. of pages (incl.  
this page) 1

Please contact us immediately if you do not receive all the pages

Message:

Dear Mrs Baranyi and Mr Berge,

Your transfer request dated 16 December 2008-12-19

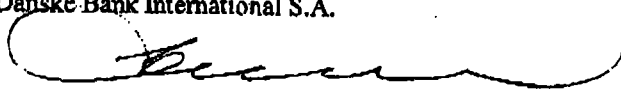
We regret having to inform you that we due to the insufficient cover ratio mentioned in our letters of 17 October and 3 November 2008 cannot execute your request for a transfer of EUR 4,500.00 to St. George's International School Luxembourg ASBL.

Moreover, you are hereby advised that you cannot use the Master Cards issued by the Bank.

We hope that we are soon able to revert to your query concerning the events on account number 653147.

Yours sincerely,

Danske Bank International S.A.

  
Ole Stenersen  
Legal Advisor

**BILAG** 000013**Danske Bank**

Herman Berge  
Doktor Holmsvei 17D  
N-0787 Oslo

Danske Bank International  
2, rue du Fossé  
P.O. Box 173  
L-2011 Luxembourg  
Telefon +352 46 12 751  
Telefax +352 47 30 78  
S.W.I.F.T. DABA LU LL  
www.danskebank.com/lu

20. august 2003

**Investeringsforslag**

Det glæder mig at sende dig forslag til investering af totalt NOK 4.800.000.

I mit forslag er jeg gået ud fra en investering baseret på en investeringsperiode på over 5 år samt et ønsket om lav risiko. I forslaget har jeg taget højde for, at du ønsker at købe ejendom i Frankrig og dermed får brug for EUR i løbet af de næste 5 år.


Forslag:	NOK 1.400.000	6.75% Norway 2007	eff.rt.	3.9%
	NOK 1.400.000	5.5% Norway 2009	eff.rt.	4.45%
	DKK 900.000	4,00% RD 2007	eff.rt.	3.9%
	EUR 120.000	4,00% RD 2009	eff.rt.	3.25%

I forslaget er ca.58% fastholdt i norske kroner og 42% fordelt på Euro og danske kroner.

Obligationerne er alle stående lån, dvs. rentetilskrivning én gang om året, og det nominelle beløb bliver udbetalt ved udløb.

Jeg imødeser dine kommentarer.

Med venlig hilsen  
Danske Bank International



Johan B. Jørgensen

HERMAN BERGE  
DOKTOR HOLMSVEI 17D  
N-0787 OSLO

Danske Bank International  
Private Banking  
2, rue du Fossé, P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 75 1  
Ref. Johan Bjerregaard  
johan.bjerregaard@danskebank.lu  
Direct telephone +352 46 12 75 410  
www.danskebank.lu

31 December 2004

Report on "653147" as at 31 December 2004

Yours Faithfully  
Danske Bank International

Contents

NOK - 653147

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Johan Bjerregaard  
Private Banking  
Telephone +352 46 12 75 410

Custody account in portfolio: "653147"  
3007764316 Custody Account

The report contains a statement as at 31 December 2004.  
All assets have been settled in NOK.



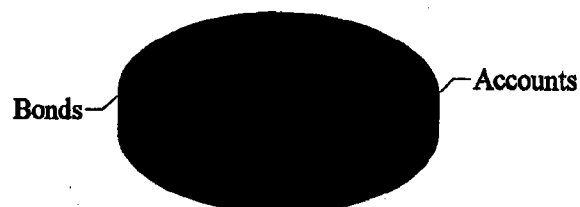
Distribution of assets	NOK	Share
Bonds	5,299,222.99	99.0 %
Accounts	52,469.35	1.0 %
<b>Assets in total</b>	<b>5,351,692.34</b>	<b>100.0 %</b>

Distribution of liabilities	NOK	Share
Loans	1,004,090.72	4.4 %
Accounts	78,742.05	0.3 %
Value Off-balance	22,019,842.61	95.3 %
<b>Liabilities in total</b>	<b>23,102,675.38</b>	<b>100.0 %</b>

Portfolio distribution	NOK	Gearing
Assets	5,351,692.34	
Liabilities	23,102,675.38	1,000.0 %

Portfolio - net value -17,750,983.04

### Distribution of assets



**Custody account statement as at 31 December 2004**

NOK - 653147

<b>Assets</b>											
<b>Bonds</b>	<b>Holding</b>	<b>Ccy</b>	<b>Price</b>	<b>Date</b>	<b>Avg. purchase price</b>	<b>Maturity</b>	<b>Value in ccy</b>	<b>Accrued interest in ccy</b>	<b>Exchange rate</b>	<b>Balance</b>	<b>Share of assets</b>
6,25 Hungary 07	31,500,000.00	HUF	94.9622	31/12/04	93.0821	12/06/07	29,913,093.00	1,089,554.79	0.0336	1,041,068.91	19.45
7 Hungary 4/2006	31,500,000.00	HUF	97.9802	31/12/04	96.2901	12/04/06	30,863,763.00	1,588,808.22	0.0336	1,089,757.34	20.36
<b>Total Government bonds</b>										2,130,826.25	39.82
4 RD 10D 2007	1,836,000.00	DKK	102.4710	30/12/04	102.7839	01/01/07	1,881,367.56	73,239.34	0.9023	2,166,247.83	40.48
<b>Total Mortgage bonds</b>										2,166,247.83	40.48
5,25 SEK 19/9-07	211,000.00	AUD	99.5700	31/12/04	100.5006	19/09/07	210,092.70	3,125.98	4.7001	1,002,148.91	18.73
<b>Total Other bonds</b>										1,002,148.91	18.73
<b>Total Bonds</b>										5,299,222.99	99.02

<b>Accounts</b>	<b>Balance in the accounts ccy</b>	<b>Ccy</b>	<b>Accrued interest in ccy</b>	<b>Exchange rate</b>	<b>Balance</b>	<b>Share of assets</b>
Money Market Account	0.00	AUD	0.00	4.7671	0.00	0.00
Money Market Account	0.00	CHF	0.00	5.3257	0.00	0.00
Money Market Account	6,331.12	EUR	-11.09	8.2538	52,164.44	0.97
Money Market Account	3.83	GBP	0.00	11.7259	44.91	0.00
Money Market Account	7,812.13	HUF	0.00	0.0333	260.00	0.00
<b>Total Accounts</b>					52,469.35	0.98
<b>Total Assets</b>					5,351,692.34	100.00

**Custody account statement as at 31 December 2004**
**NOK - 653147**

(trade date)

**Liabilities**

<b>Loans</b>	<b>Amount</b>	<b>Ccy</b>	<b>Interest rate</b>	<b>Start date</b>	<b>Maturity</b>	<b>Accrued interest in ccy</b>	<b>Exchange rate</b>	<b>Balance</b>	<b>Share of liabilities</b>
Placement (Loan)	-187,503.89	CHF	1.80	02/11/04	04/04/05	-562.51	5.3390	-1,004,090.72	4.35
<b>Total Loans</b>								-1,004,090.72	4.35
<b>Accounts</b>	<b>Balance in the accounts ccy</b>	<b>Ccy</b>				<b>Accrued interest in ccy</b>	<b>Exchange rate</b>	<b>Balance</b>	<b>Share of liabilities</b>
Money Market Account	0.00	NOK				-57.49	1.0000	-57.49	0.00
Money Market Account	-51,073.44	DKK				0.00	0.9014	-56,660.13	0.25
Platinum MasterCard	-2,668.39	EUR				0.00	8.2538	-22,024.43	0.10
<b>Total Accounts</b>								-78,742.05	0.34
<b>Value Off-balance</b>								<b>Balance</b>	<b>Share of liabilities</b>
<b>Total FX-trades</b>								-22,019,842.61	95.31
<b>Total Liabilities</b>								-23,102,675.38	100.00

**Custody account statement as at 31 December 2004**

NOK - 653147

(trade date)

**Off-balance**

<b>FX deals</b>	<b>Amount in main currency</b>	<b>Ccy</b>	<b>Price traded</b>	<b>Trade date</b>	<b>Current price</b>	<b>Maturity</b>	<b>Amount in subsidiary currency</b>	<b>Ccy</b>	<b>Exchange rate</b>	<b>Balance</b>
SPOT CHF/HUF	195,548.31	CHF	159.3900	04/01/05	158.7862	06/01/05	-31,168,444.94	HUF	5.3390	-3,970.04
TERMIN EUR/ISK	-237,263.69	EUR	84.2944	07/01/05	87.3760	11/04/05	20,000,000.00	ISK	8.2435	-68,980.61
SPOT HUF/NOK	-32,416,664.02	HUF	0.0331	07/01/05	0.7101	11/01/05	1,072,278.41	NOK	1.0000	-21,946,891.96
<b>Total FX-trades</b>										-22,019,842.61
<b>Total Off-balance</b>										-22,019,842.61
<b>Portfolio - net value</b>										-17,750,983.04

HERMAN BERGE  
DOKTOR HOLMSVEI 17D  
N-0787 OSLO

Danske Bank International  
Private Banking  
2, rue du Fossé, P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 751  
Ref. Johan Bjerregaard  
johan.bjerregaard@danskebank.lu  
Direct telephone +352 46 12 75 410  
www.danskebank.lu

31 March 2005

Report on "653147" as at 31 March 2005

Yours Faithfully  
Danske Bank International

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Johan Bjerregaard  
Private Banking  
Telephone +352 46 12 75 410

Custody account in portfolio: "653147"  
3007764316 Custody Account

The report contains a statement as at 31 March 2005.  
All assets have been settled in NOK.

Distribution of assets	NOK	Share
Shares	1,068,230.97	25.0 %
Bonds	1,024,831.35	24.0 %
Deposits	2,175,979.57	50.9 %
Accounts	3,409.58	0.1 %
<b>Assets in total</b>	<b>4,272,451.47</b>	<b>100.0 %</b>

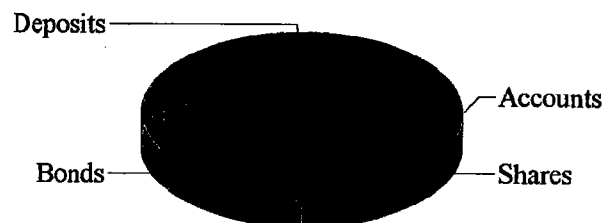
Distribution of liabilities	NOK	Share
Accounts	37,236.69	100.0 %
<b>Liabilities in total</b>	<b>37,236.69</b>	<b>100.0 %</b>

Portfolio distribution	NOK	Gearing
Assets	4,272,451.47	
Liabilities	37,236.69	0.9 %

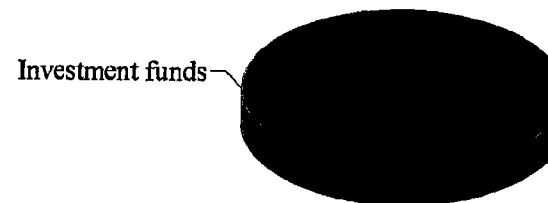
Portfolio - net value 4,235,214.78

Sector Allocation of shares	NOK	Share
Investment funds	1,068,230.97	100.0 %
<b>Shares</b>	<b>1,068,230.97</b>	<b>100.0 %</b>

Distribution of assets



Sector Allocation of shares



**Custody account statement as at 31 March 2005**

NOK - 653147

(trade date)

**Assets**

<b>Shares</b>	Holding	Ccy	Price	Date	Avg. purchase price		Value in ccy		Exchange rate	Balance	Share of assets
FN Allo. Dynamic	6,200.00	EUR	20.9960	24/03/05	21.2928		130,175.20		8.2061	1,068,230.97	25.00
<b>Total Investment funds</b>										1,068,230.97	25.00
<b>Total Shares</b>										1,068,230.97	25.00
<b>Bonds</b>	Holding	Ccy	Price	Date	Avg. purchase price	Maturity	Value in ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
4 RD 10D 2007	900,000.00	DKK	102.3960	31/03/05	102.7839	01/01/07	921,564.00	8,778.08	0.9078	1,024,831.35	23.99
<b>Total Mortgage bonds</b>										1,024,831.35	23.99
<b>Total Bonds</b>										1,024,831.35	23.99
<b>Deposits</b>	Amount	Ccy	Interest rate	Start date		Maturity		Accrued interest in ccy	Exchange rate	Balance	Share of assets
Deposit	464,506.25	TRY	14.00	24/03/05		24/06/05		1,445.13	4.6700	2,175,979.57	50.93
<b>Total Deposit</b>										2,175,979.57	50.93
<b>Accounts</b>	Balance in the accounts ccy	Ccy						Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account	0.00	NOK						0.00	1.0000	0.00	0.00
Money Market Account	0.00	AUD						0.00	0.0000	0.00	0.00
Money Market Account	493.76	CHF						0.00	5.2991	2,616.47	0.06
Money Market Account	0.00	DKK						129.09	0.9078	142.20	0.00
Money Market Account	70.75	EUR						8.57	8.2061	650.91	0.02
Money Market Account	0.00	HUF						0.00	0.0000	0.00	0.00

Continued on next page



Continued from previous page  
**Custody account statement as at 31 March 2005**  
 (trade date)  
**Assets**

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account	0.00	ISK	0.00	0.0000	0.00	0.00
Money Market Account	0.00	TRY	0.00	0.0000	0.00	0.00
<b>Total Accounts</b>					3,409.58	0.08
<b>Total Assets</b>					4,272,451.47	100.00

Custody account statement as at 31 March 2005

NOK - 653147

(trade date)

Liabilities

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of liabilities
Platinum MasterCard	-354.98	EUR	0.00	8.2061	-2,913.00	7.82
Money Market Account	-2,872.37	GBP	-7.42	11.9188	-34,323.69	92.18
<b>Total Accounts</b>					-37,236.69	100.00
<b>Total Liabilities</b>					-37,236.69	100.00
<b>Portfolio - net value</b>					4,235,214.78	0.00

HERMAN BERGE  
DOKTOR HOLMSVEI 17D  
N-0787 OSLO

Danske Bank International  
Private Banking  
2, rue du Fossé, P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 751  
Ref. Øyvind Bjørnsen  
oyvind.bjornsen@danskebank.lu  
www.danskebank.lu

30 September 2005

Report on "653147" as at 30 September 2005

Yours Faithfully  
Danske Bank International

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Øyvind Bjørnsen  
Private Banking  
Telephone

Custody account in portfolio: "653147"  
3007764316 Custody Account

The report contains a statement as at 30 September 2005.  
All assets have been settled in NOK.

Distribution of assets	NOK	Share
Shares	2,143,294.29	29.9 %
Bonds	1,859,136.17	26.0 %
Deposits	1,514,288.95	21.2 %
Accounts	1,644,077.78	23.0 %
<b>Assets in total</b>	<b>7,160,797.19</b>	<b>100.0 %</b>

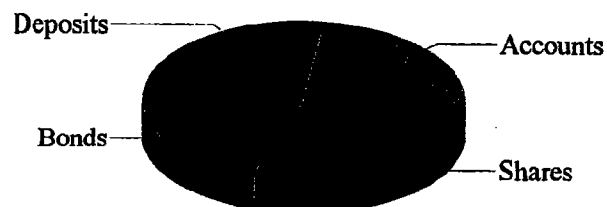
Distribution of liabilities	NOK	Share
Loans	1,023,042.52	99.6 %
Accounts	4,324.87	0.4 %
<b>Liabilities in total</b>	<b>1,027,367.39</b>	<b>100.0 %</b>

Portfolio distribution	NOK	Gearing
Assets	7,160,797.19	
Liabilities	1,027,367.39	16.8 %

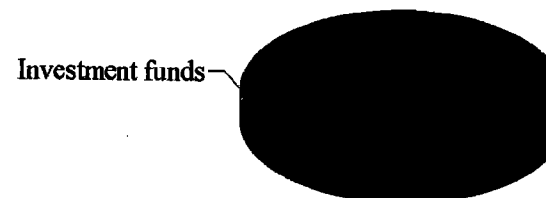
Portfolio - net value 6,133,429.80

Sector Allocation of shares	NOK	Share
Investment funds	2,143,294.29	100.0 %
<b>Shares</b>	<b>2,143,294.29</b>	<b>100.0 %</b>

Distribution of assets



Sector Allocation of shares



**Custody account statement as at 30 September 2005**

NOK - 653147

(trade date)

**Assets**

Shares	Holding	Ccy	Price	Date	Avg. purchase price	Value in ccy		Exchange rate	Balance	Share of assets	
FN Allo. Dynamic	6,200.00	EUR	23.1720	26/09/05	21.2928	143,666.40		7.8767	1,131,619.29	15.80	
Ocean Eq Jap II	1,750.00	JPY	10,000.0000	29/09/05	10,100.0000	17,500,000.00		0.0578	1,011,675.00	14.13	
Total Investment funds									2,143,294.29	29.93	
Total Shares									2,143,294.29	29.93	
Bonds	Holding	Ccy	Price	Date	Avg. purchase price	Maturity	Value in ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
4 RD 10D 2007	800,000.00	DKK	101.8950	30/09/05	102.7839	01/01/07	815,160.00	23,846.58	0.9474	885,588.22	12.37
Total Mortgage bonds										885,588.22	12.37
6,5 GMAC 8/2008	1,000,000.00	NOK	96.5000	26/09/05	97.7438	13/08/08	965,000.00	8,547.95	1.0000	973,547.95	13.60
Total Other bonds										973,547.95	13.60
Total Bonds										1,859,136.17	25.96
Deposits	Amount	Ccy	Interest rate	Start date	Maturity		Accrued interest in ccy	Exchange rate	Balance	Share of assets	
Deposit	2,465,888.54	MXN	8.50	03/08/05	03/11/05		34,351.20	0.6057	1,514,288.95	21.15	
Total Deposit										1,514,288.95	21.15
Accounts	Balance in the accounts ccy	Ccy					Accrued interest in ccy	Exchange rate	Balance	Share of assets	
Money Market Account	325.86	NOK					371.05	1.0000	696.91	0.01	
Money Market Account	0.00	AUD					0.00	0.0000	0.00	0.00	
Money Market Account	493.76	CHF					0.00	5.0619	2,499.34	0.03	
Money Market Account	0.00	DKK					0.00	0.0000	0.00	0.00	
Money Market Account	207,743.07	EUR					147.07	7.8767	1,637,491.43	22.87	
Money Market Account	9.15	GBP					0.00	11.5502	105.68	0.00	

Continued on next page

Continued from previous page  
**Custody account statement as at 30 September 2005**  
(trade date)  
**Assets**

NOK - 653147

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account	0.00	HUF				
Money Market Account	0.00	ISK	0.00	0.0000	0.00	0.00
Money Market Account	0.00	JPY	0.00	0.0000	0.00	0.00
Money Market Account	0.00	MXN	0.00	0.0000	0.00	0.00
Money Market Account	674.91	TRY	0.00	0.0000	0.00	0.00
Money Market Account	1.37	USD	0.00	4.8532	3,275.46	0.05
<b>Total Accounts</b>				6.5411	8.96	0.00
					1,644,077.78	22.96
<b>Total Assets</b>					7,160,797.19	100.00

**Custody account statement as at 30 September 2005**

NOK - 853147

(trade date)

**Liabilities**

<b>Loans</b>	<b>Amount</b>	<b>Ccy</b>	<b>Interest rate</b>	<b>Start date</b>	<b>Maturity</b>	<b>Accrued interest in ccy</b>	<b>Exchange rate</b>	<b>Balance</b>	<b>Share of liabilities</b>
Placement (Loan)	-17,675,000.00	JPY	1.09	22/08/05	22/08/06	-21,391.00	0.0578	-1,023,042.52	99.58
<b>Total Loans</b>								-1,023,042.52	99.58
<b>Accounts</b>	<b>Balance in the accounts ccy</b>	<b>Ccy</b>				<b>Accrued interest in ccy</b>	<b>Exchange rate</b>	<b>Balance</b>	<b>Share of liabilities</b>
Platinum MasterCard	-549.07	EUR				0.00	7.8767	-4,324.87	0.42
<b>Total Accounts</b>								-4,324.87	0.42
<b>Total Liabilities</b>								-1,027,367.39	100.00
<b>Portfolio - net value</b>								6,133,429.80	0.00



HERMAN BERGE & KATALIN BARANYI  
DOKTOR HOLMSVEI 17D  
N-0787 OSLO

Danske Bank International  
Private Banking  
2, rue du Fossé, P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 751  
Ref. Øyvind Bjørnsen  
oyvind.bjornsen@danskebank.lu  
www.danskebank.lu

31 March 2006

**Report on "653147" as at 31 March 2006**

With effect from 1 April 2006, Danske Bank International has amended its fees for a number of transactions. A new list of fees will be sent to you upon request.

Yours Faithfully  
Danske Bank International

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Øyvind Bjørnsen  
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Custody account in portfolio: "653147"  
3007764316 Custody Account

The report contains a statement as at 31 March 2006.  
All assets have been settled in NOK.

Distribution of assets	NOK	Share
Shares	4,360,738.79	59.7 %
Bonds	1,197,159.12	16.4 %
Deposits	868,269.06	11.9 %
Accounts	876,396.30	12.0 %
<b>Assets in total</b>	<b>7,302,563.27</b>	<b>100.0 %</b>

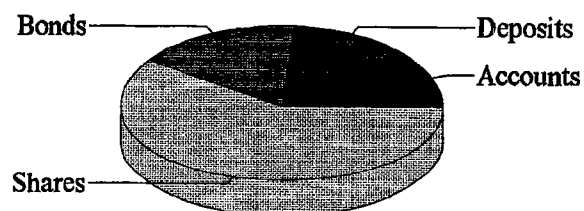
Distribution of liabilities	NOK	Share
Loans	995,448.15	95.3 %
Accounts	26,437.10	2.5 %
Value Off-balance	22,492.15	2.2 %
<b>Liabilities in total</b>	<b>1,044,377.40</b>	<b>100.0 %</b>

Portfolio distribution	NOK	Gearing
Assets	7,302,563.27	
Liabilities	1,044,377.40	16.7 %

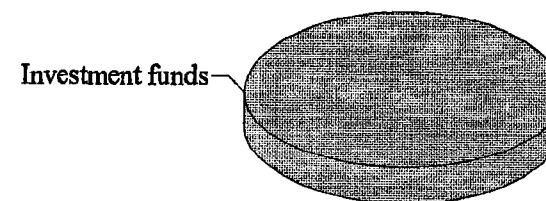
**Portfolio - net value** **6,258,185.87**

Sector Allocation of shares	NOK	Share
Investment funds	4,360,738.79	100.0 %
<b>Shares</b>	<b>4,360,738.79</b>	<b>100.0 %</b>

**Distribution of assets**



**Sector Allocation of shares**



Custody account statement as at 31 March 2006

NOK - 653147

(trade date)

Assets

Shares	Holding	Ccy	Price	Date	Avg. purchase price	Value in ccy	Exchange rate	Balance	Share of assets
DAAF Allo Dynami	8,828.00	EUR	24.9730	27/03/06	22.1593	220,461.64	7.9675	1,756,537.38	24.05
DAAF Alloca.Stab	8,032.00	EUR	24.1640	27/03/06	23.8916	194,085.25	7.9675	1,546,382.38	21.18
Ocean Eq Jap II	1,750.00	JPY	10,805.0702	31/03/06	10,100.0000	18,908,872.00	0.0559	1,057,819.03	14.49
<b>Total Investment funds</b>								4,360,738.79	59.72
<b>Total Shares</b>								4,360,738.79	59.72

Bonds	Holding	Ccy	Price	Date	Avg. purchase price	Maturity	Value in ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
DLF Balance D	149.72	EUR	1,003.5600	24/03/06	1,011.8786		150,254.51	0.00	7.9675	1,197,159.12	16.39
<b>Total Investment funds</b>										1,197,159.12	16.39
<b>Total Bonds</b>										1,197,159.12	16.39

Deposits	Amount	Ccy	Interest rate	Start date	Maturity	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Deposit	176,854.75	TRY	11.00	13/03/06	13/04/06	1,026.74	4.8812	868,269.06	11.89
<b>Total Deposit</b>								868,269.06	11.89

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account	872,560.64	NOK	1,232.22	1.0000	873,792.86	11.97
Money Market Account	0.00	AUD	0.00	0.0000	0.00	0.00
Money Market Account	493.76	CHF	0.00	5.0424	2,489.73	0.03
Money Market Account	0.00	DKK	0.00	0.0000	0.00	0.00
Platinum MasterCard	0.00	EUR	0.00	7.9675	0.00	0.00
Money Market Account	9.15	GBP	0.00	11.4411	104.69	0.00
Money Market Account	0.00	HUF	0.00	0.0000	0.00	0.00
Money Market Account	0.00	ISK	0.00	0.0000	0.00	0.00

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Danske Bank International, Private Banking

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Our General Terms and Conditions apply to this statement. In case of discrepancies any reporting regulations, unless otherwise regulated.

For contact the Bank's Internal Audit Department. Due to the Banking

in Luxembourg it is the responsibility of the Account Holder to comply with

Danske Bank International Société Anonyme  
R.C. Luxembourg No. B 14.101 Aut. 24859

Continued from previous page  
Custody account statement as at 31 March 2006  
(trade date)  
Assets

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account	0.00	JPY	0.00	0.0000	0.00	0.00
Money Market Account	0.00	MXN	0.00	0.0000	0.00	0.00
Money Market Account	0.00	TRY	0.00	0.0000	0.00	0.00
Money Market Account	1.37	USD	0.00	6.5825	9.02	0.00
<b>Total Accounts</b>					876,396.30	12.00
<b>Total Assets</b>					7,302,563.27	100.00

**Custody account statement as at 31 March 2006**

NOK - 653147

(trade date)

**Liabilities**

Loans	Amount	Ccy	Interest rate	Start date	Maturity	Accrued interest in ccy	Exchange rate	Balance	Share of liabilities
Placement (Loan)	-17,675,000.00	JPY	1.09	22/08/05	22/08/06	-118,717.00	0.0559	-995,448.15	95.31
<b>Total Loans</b>								-995,448.15	95.31
Accounts	Balance in the accounts ccy	Ccy				Accrued interest in ccy	Exchange rate	Balance	Share of liabilities
Money Market Account	-3,258.48	EUR				16.17	7.9675	-25,833.24	2.47
Platinum MasterCard	-75.79	EUR				0.00	7.9675	-603.86	0.06
<b>Total Accounts</b>								-26,437.10	2.53
<b>Value Off-balance</b>									
								Balance	Share of liabilities
<b>Total FX-trades</b>								-22,492.15	2.15
<b>Total Liabilities</b>								-1,044,377.40	100.00

**Custody account statement as at 31 March 2006**  
(trade date)  
**Off-balance**

NOK - 653147

FX deals	Amount in main currency	Ccy	Price traded	Trade date	Current price	Maturity	Amount in subsidiary currency	Ccy	Exchange rate	Balance
TERMIN EUR/JPY	-128,981.38	EUR	138.5486	17/02/06	141.2284	22/08/06	17,870,189.00	JPY	7.9845	-19,549.09
TERMIN EUR/TRY	-97,650.64	EUR	1.7409	24/11/05	1.7475	24/11/06	170,000.00	TRY	7.9799	-2,943.06
<b>Total FX-trades</b>										-22,492.15
<b>Total Off-balance</b>										-22,492.15
<b>Portfolio - net value</b>										6,258,185.87

HERMAN BERGE & KATALIN BARANYI  
DOKTOR HOLMSVEI 17D  
N-0787 OSLO

Danske Bank International  
Private Banking  
2, rue du Fossé, P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 751  
Ref. Øyvind Bjørnsen  
oyvind.bjornsen@danskebank.lu  
www.danskebank.lu

30 June 2006

Report on "653147" as at 30 June 2006

Yours Faithfully  
Danske Bank International



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Custody account in portfolio: "653147"  
3007764316 Custody Account

The report contains a statement as at 30 June 2006.  
All assets have been settled in NOK.

Distribution of assets	NOK	Share
Shares	4,058,827.19	64.5 %
Bonds	1,128,473.81	17.9 %
Accounts	1,107,406.22	17.6 %
<b>Assets in total</b>	<b>6,294,707.22</b>	<b>100.0 %</b>

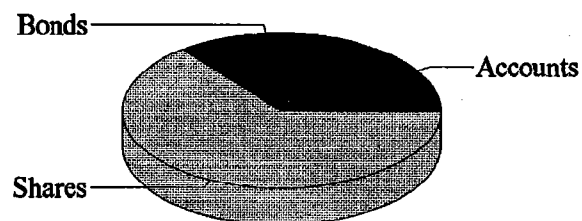
Distribution of liabilities	NOK	Share
Loans	971,524.73	68.8 %
Accounts	34,143.39	2.4 %
Value Off-balance	406,944.95	28.8 %
<b>Liabilities in total</b>	<b>1,412,613.07</b>	<b>100.0 %</b>

Portfolio distribution	NOK	Gearing
Assets	6,294,707.22	
Liabilities	1,412,613.07	28.9 %

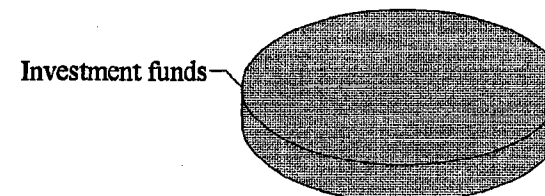
**Portfolio - net value** **4,882,094.15**

Sector Allocation of shares	NOK	Share
Investment funds	4,058,827.19	100.0 %
<b>Shares</b>	<b>4,058,827.19</b>	<b>100.0 %</b>

**Distribution of assets**



**Sector Allocation of shares**



**Custody account statement as at 30 June 2006**  
(trade date)

NOK - 653147

**Assets**

Shares	Holding	Ccy	Price	Date	Avg. purchase price	Value in ccy	Exchange rate	Balance	Share of assets
DAAF Allo Dynami	8,828.00	EUR	23.2890	30/06/06	22.1593	205,595.29	7.9362	1,631,637.73	25.92
DAAF Alloca.Stab	8,032.00	EUR	23.3430	30/06/06	23.8916	187,490.98	7.9362	1,487,958.98	23.64
Ocean Eq Jap II	1,750.00	JPY	9,856.8071	01/06/06	10,100.0000	17,249,412.00	0.0545	939,230.48	14.92
<b>Total Investment funds</b>								4,058,827.19	64.48
<b>Total Shares</b>								4,058,827.19	64.48

Bonds	Holding	Ccy	Price	Date	Avg. purchase price	Maturity	Value in ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
DLF Balanced A	149.82	EUR	949.0500	23/06/06	1,011.1615		142,193.88	0.00	7.9362	1,128,473.81	17.93
<b>Total Investment funds</b>										1,128,473.81	17.93
<b>Total Bonds</b>										1,128,473.81	17.93

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account	379,911.26	NOK	498.63	1.0000	380,409.89	6.04
Money Market Account	0.00	AUD	0.00	0.0000	0.00	0.00
Money Market Account	493.76	CHF	0.00	5.0639	2,500.37	0.04
Money Market Account	0.00	DKK	0.00	0.0000	0.00	0.00
Platinum MasterCard	0.00	EUR	0.00	7.9362	0.00	0.00
Platinum MasterCard	0.00	EUR	0.00	7.9362	0.00	0.00
Money Market Account	0.00	HUF	0.00	0.0000	0.00	0.00
Money Market Account	0.00	ISK	0.00	0.0000	0.00	0.00
Money Market Account	0.00	JPY	0.00	0.0000	0.00	0.00
Money Market Account	0.00	MXN	0.00	0.0000	0.00	0.00

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**Custody account statement as at 30 June 2006**  
 (trade date)  
**Assets**

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account	181,492.71	TRY	1,769.05	3.9533	724,487.41	11.51
Money Market Account	1.37	USD	0.00	6.2426	8.55	0.00
<b>Total Accounts</b>					1,107,406.22	17.59
<b>Total Assets</b>					6,294,707.22	100.00

**Custody account statement as at 30 June 2006**  
(trade date)  
**Liabilities**

NOK - 653147

<b>Loans</b>	<b>Amount</b>	<b>Ccy</b>	<b>Interest rate</b>	<b>Start date</b>	<b>Maturity</b>	<b>Accrued interest in ccy</b>	<b>Exchange rate</b>	<b>Balance</b>	<b>Share of liabilities</b>
Placement (Loan)	-17,675,000.00	JPY	1.09	22/08/05	22/08/06	-167,380.00	0.0545	-971,524.73	68.78
<b>Total Loans</b>								-971,524.73	68.78

<b>Accounts</b>	<b>Balance in the accounts ccy</b>	<b>Ccy</b>				<b>Accrued interest in ccy</b>	<b>Exchange rate</b>	<b>Balance</b>	<b>Share of liabilities</b>
Money Market Account	-4,255.47	EUR				-9.52	7.9362	-33,847.66	2.40
Money Market Account	-25.67	GBP				-0.12	11.4668	-295.73	0.02
<b>Total Accounts</b>								-34,143.39	2.42

<b>Value Off-balance</b>								<b>Balance</b>	<b>Share of liabilities</b>
<b>Total FX-trades</b>								-406,944.95	28.81
<b>Total Liabilities</b>								-1,412,613.07	100.00

**Custody account statement as at 30 June 2006**

NOK - 653147

(trade date)  
**Off-balance**

<b>FX deals</b>	<b>Amount in main currency</b>	<b>Ccy</b>	<b>Price traded</b>	<b>Trade date</b>	<b>Current price</b>	<b>Maturity</b>	<b>Amount in subsidiary currency</b>	<b>Ccy</b>	<b>Exchange rate</b>	<b>Balance</b>
TERMIN EUR/JPY	-128,981.38	EUR	138.5486	17/02/06	145.5520	22/08/06	17,870,189.00	JPY	7.9562	-49,379.20
TERMIN EUR/TRY	-200,000.00	EUR	1.8945	12/05/06	2.1693	24/11/06	378,900.00	TRY	3.7151	-204,181.89
TERMIN EUR/TRY	-97,650.64	EUR	1.7409	24/11/05	2.1693	24/11/06	170,000.00	TRY	7.9538	-153,383.86
<b>Total FX-trades</b>										-406,944.95
<b>Total Off-balance</b>										-406,944.95
<b>Portfolio - net value</b>										4,882,094.15

HERMAN BERGE & KATALIN BARANYI  
DOKTOR HOLMSVEI 17D  
N-0787 OSLO

Danske Bank International  
Private Banking  
2, rue du Fossé, P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 48 12 751  
Telefax +352 47 30 78  
Ref. Øyvind Bjørnsen  
oyvind.bjornsen@danskebank.lu  
www.danskebank.lu

16 October 2006

Report on "653147" as at 13 October 2006

Yours Faithfully  
Danske Bank International

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Custody account in portfolio: "653147"  
3007764316      Custody Account

The report contains a statement as at 13 October 2006.  
All assets have been settled in NOK.



Distribution of assets	NOK	Share
Shares	4,279,773.14	64.6 %
Bonds	1,260,471.36	19.0 %
Accounts	1,085,421.40	16.4 %
<b>Assets in total</b>	<b>6,625,665.90</b>	<b>100.0 %</b>

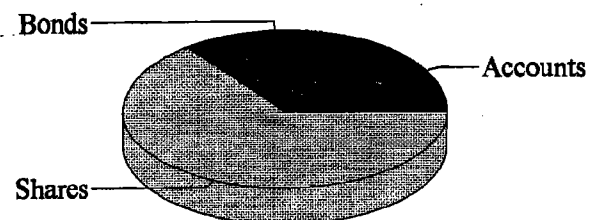
Distribution of liabilities	NOK	Share
Loans	1,125,601.87	78.2 %
Accounts	99,264.41	6.9 %
Value Off-balance	214,557.45	14.9 %
<b>Liabilities in total</b>	<b>1,439,423.73</b>	<b>100.0 %</b>

Portfolio distribution	NOK	Gearing
Assets	6,625,665.90	
Liabilities	1,439,423.73	27.8 %

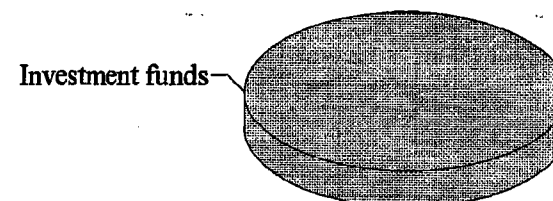
**Portfolio - net value** **5,186,242.17**

Sector Allocation of shares	NOK	Share
Investment funds	4,279,773.14	100.0 %
Shares	4,279,773.14	100.0 %

**Distribution of assets**



**Sector Allocation of shares**



**Custody account statement as at 13 October 2006**

NOK - 653147

(trade date)

**Assets**

Shares	Holding	Ccy	Price	Date	Avg. purchase price	Value in ccy	Exchange rate	Balance	Share of assets
DAAF Allo Dynami	8,828.00	EUR	24.1950	09/10/06	22.1593	213,593.46	8.4282	1,800,197.93	27.17
DAAF Alloca.Stab	8,032.00	EUR	24.0020	09/10/06	23.8916	192,784.06	8.4282	1,624,813.17	24.52
Ocean Eq Jap II	1,750.00	JPY	8,683.7600	29/09/06	10,100.0000	15,196,580.00	0.0563	854,762.04	12.90
<b>Total Investment funds</b>								4,279,773.14	64.59
<b>Total Shares</b>								4,279,773.14	64.59

Bonds	Holding	Ccy	Price	Date	Avg. purchase price	Maturity	Value in ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
DLF Balanced A	149.82	EUR	998.1800	06/10/06	1,011.1615		149,554.91	0.00	8.4282	1,260,471.36	19.02
<b>Total Investment funds</b>										1,260,471.36	19.02
<b>Total Bonds</b>										1,260,471.36	19.02

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account	192,599.85	NOK	110.85	1.0000	192,710.70	2.91
Money Market Account	0.00	AUD	0.00	0.0000	0.00	0.00
Money Market Account	493.76	CHF	0.00	5.2901	2,612.04	0.04
Money Market Account	0.00	DKK	0.00	0.0000	0.00	0.00
Money Market Account	0.00	HUF	0.00	0.0000	0.00	0.00
Money Market Account	0.00	ISK	0.00	0.0000	0.00	0.00
Money Market Account	0.00	MXN	0.00	0.0000	0.00	0.00
Money Market Account	3,082.93	NZD	0.00	4.4345	13,671.20	0.21

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**Custody account statement as at 13 October 2006**  
 (trade date)  
**Assets**

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account	190,817.71	TRY	1,142.26	4.5656	876,418.26	13.23
Money Market Account	1.37	USD	0.00	6.7157	9.20	0.00
<b>Total Accounts</b>					1,085,421.40	16.38
<b>Total Assets</b>					6,625,665.90	100.00

**Custody account statement as at 13 October 2006**  
(trade date)  
**Liabilities**

NOK - 653147

<b>Loans</b>	<b>Amount</b>	<b>Ccy</b>	<b>Interest rate</b>	<b>Start date</b>	<b>Maturity</b>	<b>Accrued interest in ccy</b>	<b>Exchange rate</b>	<b>Balance</b>	<b>Share of liabilities</b>
Placement (Loan)	-133,209.92	EUR	4.21	22/09/06	23/10/06	-342.72	8.4282	-1,125,601.87	78.20
<b>Total Loans</b>								-1,125,601.87	78.20

<b>Accounts</b>	<b>Balance in the accounts ccy</b>	<b>Ccy</b>		<b>Accrued interest in ccy</b>	<b>Exchange rate</b>	<b>Balance</b>	<b>Share of liabilities</b>
Money Market Account	-4,261.25	EUR		-5.89	8.4282	-35,964.10	2.50
Platinum MasterCard	-3,180.69	EUR		0.00	8.4282	-26,807.34	1.86
Platinum MasterCard	-4,290.99	EUR		0.00	8.4282	-36,165.11	2.51
Money Market Account	-26.17	GBP		-0.06	12.4972	-327.80	0.02
Money Market Account	-1.00	JPY		0.00	0.0563	-0.06	0.00
<b>Total Accounts</b>						-99,264.41	6.90

<b>Value Off-balance</b>		<b>Balance</b>	<b>Share of liabilities</b>
<b>Total FX-trades</b>		-214,557.45	14.91
<b>Total Liabilities</b>		-1,439,423.73	100.00

**Custody account statement as at 13 October 2006**  
(trade date)  
**Off-balance**

NOK - 653147

<b>FX deals</b>	<b>Amount in main currency</b>	<b>Ccy</b>	<b>Price traded</b>	<b>Trade date</b>	<b>Current price</b>	<b>Maturity</b>	<b>Amount in subsidiary currency</b>	<b>Ccy</b>	<b>Exchange rate</b>	<b>Balance</b>
TERMIN EUR/NOK	-248,366.99	EUR	8.0526	25/08/06	8.4485	30/10/06	2,000,000.00	NOK	8.4485	-98,328.54
TERMIN EUR/NOK	-243,486.73	EUR	8.2140	07/09/06	8.4486	30/11/06	2,000,000.00	NOK	8.4486	-57,121.99
TERMIN EUR/TRY	-200,000.00	EUR	1.8945	12/05/06	1.8885	24/11/06	378,900.00	TRY	4.4781	5,373.72
TERMIN EUR/TRY	-97,650.64	EUR	1.7409	24/11/05	1.8885	24/11/06	170,000.00	TRY	8.4486	-64,480.64
<b>Total FX-trades</b>										-214,557.45
<b>Total Off-balance</b>										-214,557.45
<b>Portfolio - net value</b>										5,186,242.17

HERMAN BERGE & KATALIN BARANYI  
DOKTOR HOLMSVEI 17D  
N-0787 OSLO

Danske Bank International  
Private Banking  
2, rue du Fossé, P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 751  
Ref. Øyvind Bjørnsen  
oyvind.bjornsen@danskebank.lu  
www.danskebank.lu

2 January 2007

Report on "653147" as at 31 December 2006

Yours Faithfully  
Danske Bank International

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Custody account in portfolio: "653147"  
3007764316 Custody Account

The report contains a statement as at 31 December 2006.  
All assets have been settled in NOK.

Distribution of assets	NOK	Share
Shares	4,202,908.43	56.9 %
Bonds	1,278,565.98	17.3 %
Accounts	1,904,519.22	25.8 %
<b>Assets in total</b>	<b>7,385,993.63</b>	<b>100.0 %</b>

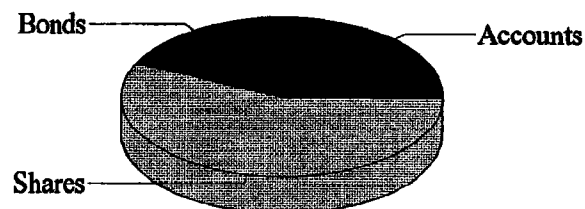
Distribution of liabilities	NOK	Share
Loans	2,662,573.65	96.3 %
Accounts	52,481.18	1.9 %
Value Off-balance	48,683.84	1.8 %
<b>Liabilities in total</b>	<b>2,763,738.67</b>	<b>100.0 %</b>

Portfolio distribution	NOK	Gearing
Assets	7,385,993.63	
Liabilities	2,763,738.67	59.8 %

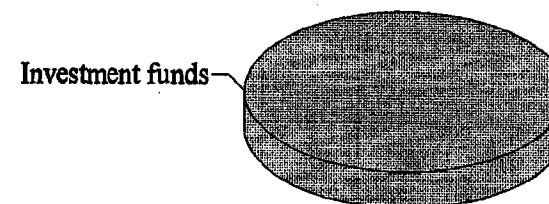
**Portfolio - net value** **4,622,254.96**

Sector Allocation of shares	NOK	Share
Investment funds	4,202,908.43	100.0 %
<b>Shares</b>	<b>4,202,908.43</b>	<b>100.0 %</b>

**Distribution of assets**



**Sector Allocation of shares**





**Custody account statement as at 31 December 2006**

NOK - 653147

(trade date)

**Assets**

Shares	Holding	Ccy	Price	Date	Avg. purchase price	Value in ccy	Exchange rate	Balance	Share of assets
DAAF Allo Dynami	8,828.00	EUR	24.8840	29/12/06	22.1593	219,675.95	8.2378	1,809,638.41	24.50
DAAF Alloca.Stab	8,032.00	EUR	24.4470	27/12/06	23.8916	196,358.30	8.2378	1,617,553.14	21.90
Ocean Eq Jap II	1,750.00	JPY	8,444.3029	29/12/06	10,100.0000	14,777,530.00	0.0525	775,716.88	10.50
<b>Total Investment funds</b>								4,202,908.43	56.90
<b>Total Shares</b>								4,202,908.43	56.90

Bonds	Holding	Ccy	Price	Date	Avg. purchase price	Maturity	Value in ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
DLF Balanced A	149.82	EUR	1,035.9100	29/12/06	1,011.1615		155,207.91	0.00	8.2378	1,278,565.98	17.31
<b>Total Investment funds</b>										1,278,565.98	17.31
<b>Total Bonds</b>										1,278,565.98	17.31

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account	870,153.15	NOK	0.00	1.0000	870,153.15	11.78
Money Market Account	0.00	AUD	0.00	0.0000	0.00	0.00
Money Market Account	493.76	CHF	0.00	5.1265	2,531.26	0.03
Money Market Account	0.00	DKK	0.00	0.0000	0.00	0.00
Money Market Account	0.00	HUF	0.00	0.0000	0.00	0.00
Money Market Account	0.00	ISK	0.00	0.0000	0.00	0.00
Money Market Account	0.00	MXN	0.00	0.0000	0.00	0.00
Money Market Account	232,532.00	NZD	0.00	4.3993	1,022,976.35	13.85

Continued on next page

Continued from previous page  
**Custody account statement as at 31 December 2006**  
 (trade date)  
**Assets**

NOK - 653147

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account	2,002.51	TRY	0.00	4.4194	8,849.89	0.12
Money Market Account	1.37	USD	0.00	6.2550	8.57	0.00
<b>Total Accounts</b>					1,904,519.22	25.79
<b>Total Assets</b>					7,385,993.63	100.00

**Custody account statement as at 31 December 2006**  
(trade date)  
**Liabilities**

NOK - 653147

<b>Loans</b>	<b>Amount</b>	<b>Ccy</b>	<b>Interest rate</b>	<b>Start date</b>	<b>Maturity</b>	<b>Accrued interest in ccy</b>	<b>Exchange rate</b>	<b>Balance</b>	<b>Share of liabilities</b>
Placement (Loan)	-322,714.31	EUR	4.66	20/12/06	22/01/07	-501.28	8.2378	-2,662,573.65	96.34
<b>Total Loans</b>								-2,662,573.65	96.34

<b>Accounts</b>	<b>Balance in the accounts ccy</b>	<b>Ccy</b>				<b>Accrued interest in ccy</b>	<b>Exchange rate</b>	<b>Balance</b>	<b>Share of liabilities</b>
Money Market Account	-2,076.85	EUR				0.00	8.2378	-17,108.60	0.62
Platinum MasterCard	-2,959.06	EUR				0.00	8.2378	-24,376.04	0.88
Platinum MasterCard	-1,295.32	EUR				0.00	8.2378	-10,670.54	0.39
Money Market Account	-26.57	GBP				0.00	12.2677	-325.95	0.01
Money Market Account	-1.00	JPY				0.00	0.0525	-0.05	0.00
<b>Total Accounts</b>								-52,481.18	1.90

<b>Value Off-balance</b>								<b>Balance</b>	<b>Share of liabilities</b>
<b>Total FX-trades</b>								-48,683.84	1.76
<b>Total Liabilities</b>								-2,763,738.67	100.00

Custody account statement as at 31 December 2006  
(trade date)  
Off-balance

NOK - 653147

FX deals	Amount in main currency	Ccy	Price traded	Trade date	Current price	Maturity	Amount in subsidiary currency	Ccy	Exchange rate	Balance
TERMIN EUR/NOK	-245,404.80	EUR	8.1498	14/12/06	8.2591	30/01/07	2,000,000.00	NOK	8.2591	-26,822.83
TERMIN EUR/NOK	-244,804.03	EUR	8.1698	30/11/06	8.2591	30/01/07	2,000,000.00	NOK	8.2591	-21,861.01
<b>Total FX-trades</b>										-48,683.84
<b>Total Off-balance</b>										-48,683.84
<b>Portfolio - net value</b>										4,622,254.96

## Topchefer i Danske Bank solgte på toppen

Af Claus Iversen og Lars Erik Skovgaard  
Torsdag den 17. juli 2008, 5:00

**Tusindvis af danskere taber i disse dage penge på Danske Bank-aktien, men bankens egne topbosser solgte stort set det hele, før aktien begyndte at rasle ned.**

Topcheferne i Danske Bank har været ualmindeligt dygtige – eller heldige – til at slippe af med deres egne private aktier i Danske Bank, før den aktuelle nedtur for alvor tog fart.

Helt enestående gode er de handler, som bankdirektør Sven Erik Lystbæk og ordførende direktør Peter Straarup har gennemført. Begge solgte nemlig aktier for en større millionsum – præcis på de dage i februar sidste år, hvor Danske Bank-aktien satte rekord lige oppe over kurs 270.

Den 16. februar solgte Peter Straarup således aktier for 17,4 millioner kroner i Danske Bank til kurs 270. Kun få dage senere fik Sven Erik Lystbæk afskibet sin pulje af aktier på hele 21,6 millioner kr. til kurs 271.

Stort set lige siden er kursen raslet ned, og havde de to direktører skullet sælge deres aktier i dag, ville Peter Straarup være gået glip af tæt ved ti millioner kroner, mens Sven Erik Lystbæk kun ville have modtaget 9,4 millioner kr. og ikke de 21,6 mio. kr., han fik trukket i land i tide.

### Dygtighed og held

Bankekspert og professor på Copenhagen Business School, Per H. Hansen, tager hatten af for Peter Straarups og Sven Erik Lystbæks evne til at ramme toppen i forbindelse med salget af aktier for henholdsvis 17,4 og 21,6 mio. kr.

»Det viser vel bare, at banken har nogle dygtige ledere. Jeg har ikke fantasi til at forestille mig, at der ligger andet i det. Begge besidder en viden om den finansielle sektor, der er større end hos os andre, og den har de været dygtige og heldige med at benytte,« siger Per H. Hansen.

Samtidig kan han godt forstå, at hverken Peter Straarup eller Sven Erik Lystbæk har købt aktier eller udnyttet deres aktieoptioner i år, som de gjorde sidste år:

»Hvem har dog haft lyst til at købe bankaktier i år,« spørger han.

»Der er alt for meget usikkerhed. På den måde er Danske Banks direktører jo også privatpersoner og tænker selvfølgelig også på deres egen privatøkonomi, selv om det naturligvis ville være et ret stærkt signal at sende, hvis de stoledes så meget på deres egen aktie, at de også købte op. Men for mig at se er det stadig dumt at købe bankaktier lige nu – også Danske Bank-aktier,« siger Per H. Hansen.

### Et godt tidspunkt

Pressechef i Danske Bank, Jonas Torp, siger også, at Danske Bank topdirektører har valgt et godt tidspunkt at sælge på,

»Det kunne alle andre også have gjort, hvis de ville. Det er også værd at huske på, at aktierne er blevet købt tidligere, så der er ikke tale om, at Peter Straarup eksempelvis har tjent over 17 millioner kroner. Han har også betalt noget for aktierne. Men der er i øvrigt klare regler for, hvornår vores ledere må købe og sælge. Det er kun

Sæt tryk på med  
**KYOCERA**



Jakob Brogaard, Peter  
Straarup, Tonny Thierry, Sven  
Erik Lystbæk og Per Damberg  
Skovhus.

tilladt i forbindelse med halv- og helårsregnskaber, hvor vi lægger alle informationer frem,« siger Jonas Torp.

Også Jakob Brogaard og Per Skovhus, der begge er medlem af direktionen, nåede at sælge Danske Bank-aktier stort set på toppen – lige efter årsregnskabet var afleveret, hvor et vindue er åbent, og det er muligt for direktørerne at sælge deres aktier uden at overtræde loven.

Men Peter Straarup og hans hustru Rickie Lee Straarup vendte tilbage til Danske Bank-aktien i slutningen af august sidste år, hvor de tilsammen købte aktier for lidt over én million kroner. Dengang lå aktien omkring 235, og nu er den nede under 120, så hvis de skulle sælge disse aktier i dag, ville de have mistet tæt ved 500.000 kroner på den konto.

Også Peter Straarups søn, Markus Eli Straarup, har købt aktier i Danske Bank, og det skete den 15. maj 2005, da aktien lå i kurs 240. Siden er den faldet til under 120 i går, så han er nok glad for, at det »kun« var 20 aktier, der blev købt op. Det svarer til 4.800 kr. ved køb, og de aktier er i dag kun 2.400 kr. værd.

**Luk vindue**



Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg January 26 2008

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 3  
Attachment :  
Copy : CSSF

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## CRIMINAL COMPLAINT

### 1. FORMAL INFORMATION

**Date of Crime**  
September 29 2008.

**Scene of Crime**  
Danske Bank International S.A., 13, rue Edward Steichen, 2011 Luxembourg.

**Perpetrator**  
a. Anne Kaupang Leighton, Account Manager, Steinsel.

The above named person works at Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

### 2. CRIMINAL ACTIONS

Law of 5 April 1993 on the financial sector, article 41, "Obligation of professional secrecy" stipulates that:

«All administrators, members of managing and supervisory bodies, directors, employees and other persons in the service of credit institutions, other financial sector professionals, settlement entities, central counterparties, clearing houses and foreign operators of systems authorised in Luxembourg, as referred to in Part



I of this Law, shall be required to keep secret any information confided to them in the context of their professional activities. Disclosure of such information shall be punishable by the penalties laid down in Article 458 of the Penal Code.»

The Penal Code, article 458, punishes violations of secrets entrusted to professionals:

"...all other persons that disclose secrets in their custody by virtue of their status or profession, apart from cases where they are called to testify in a court of law or before a parliamentary commission of investigation or otherwise compelled by law to lift their secrecy obligation, will be subject to imprisonment for eight days to six months and a fine of 20.000 to 200.000 francs.

During a meeting between Mr. Herman J Berge / Ms. Katalin Baranyi (KB) and "Wealth Manager" Mrs. Anne Kaupang Leighton (KL) at the premises of the bank a conversation took place which sounded more or less like this:

KL: - And what about you? I hear that you have children at St. Georges?

KB: - Yea yea, he goes in first grade, now.

KL: - I think you know Margaretha Palmbäck.

KB: - Yes, well, we do not know her, but we have seen her, because her daughter plays tennis with our son.

KL: - Yes, that was what she told me.

How could it be that Ms. Kaupang Leighton has got personal information about our son's whereabouts?

Ms. Kaupang Leighton clarifies this by stating that: "...that was what she (Mrs. Palmbäck) told me."

How could Mrs. Palmbäck know about our connection with Wealth Manager Ms. Kaupang Leighton?

Mrs. Palmbäck would have no reason what so ever to approach Ms. Kaupang Leighton with the information that one little boy with this and this name plays tennis and attends to the same school as her own child, unless she knew something more about us, about our connection with Ms. Kaupang Leighton, and that we have deposited our savings with this Private Banking entity.

This leads us to conclude that Ms. Kaupang Leighton has told a third party – Mrs. Palmbäck – about us, and about our relationship with the bank, and thus she has violated the above mentioned secrecy act.

\* \* \*

We do not know Mrs. Palmbäck and we have never had anything to do with her, besides that Ms. Baranyi has seen her just a few times, mostly in connection with the school. After this meeting on September 29 2008 where we were informed that Ms. Kaupang Leighton and Mrs. Palmbäck were talking about us, we decided to take our son out of this tennis class in an attempt to avoid any contact. It goes without saying that such a sudden change in a child's routines is never easy to deal with, as you have to come up with excuses both to him as well as to his friends and ours.

It is then a fact that Ms. Kaupang Leighton has provided a third party with information – that she was entrusted with – about us and about our relationship with this bank, which in itself is a clear violation of the above mentioned Law of 5 April 1993 on the financial sector, article 41.

Ms. Kaupang Leighton's actions – disclosure of personal information and private facts, as well as intrusion on privacy – constitutes invasion of privacy, as well.

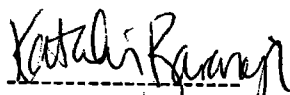
**3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

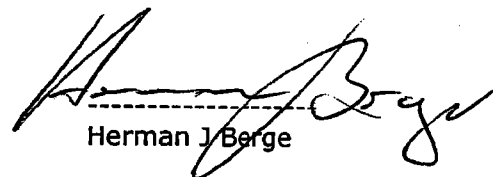
- to investigate the above mentioned actions and prosecute the offenders.

We do reserve the right to claim compensation for any economical loss, as well as non-pecuniary damages, these actions has caused us. In this regard we wish to be informed by the Public Prosecutor whether such a claim can be filed as a part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J Berge

DATED in Luxembourg this 26 day of January 2009; delivered by fax and ordinary mail to the attention of Mr. Laurent Seck with the Procureur d'etat.



# BILAG 3.

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg January 28 2009

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint III  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 3  
Attachment :  
Copy : CSSF

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We refer to Criminal Complaints of December 22 2008, and of January 26 2009 (incorrectly marked 2008).

## C R I M I N A L C O M P L A I N T

### 1. FORMAL INFORMATION

**Date of Crime** : September 29 2008.

**Scene of Crime** : Danske Bank International S.A., 13, rue Edward Steichen, 2011 Luxembourg.

**Perpetrator** : Anne Kaupang Leighton, Account Manager, Steinsel.

The above named person works at Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

### 2. CRIMINAL ACTIONS

On September 29 2008 a meeting was held – between Baranyi/Berge and Ms. Kaupang Leighton – at the bank's premises on the above mentioned address.

One of many things that really disturbed us after the meeting was Ms. Kaupang Leighton's failing moral and ethics.

During the meeting we were describing our experiences with several Luxembourg-companies, and how they did the job we asked them to do, but they never returned with

the bill. We told Kaupang Leighton about how we had to remind these companies to send us the invoices, otherwise they wouldn't have charged us for the work.

Ms Kaupang Leighton cut us off and asked: - Why do you call him? Just let it be!

She then told us one of her own experiences in this regard, and how she had extended and refurbished her own garden using a Luxembourg landscaping company, "for free". More than five years had passed since the job was done, she explained to us, but she had still not paid for the job since the company hadn't sent her the bill. She told us that she knew that she hadn't paid but nevertheless she had no intention to call and ask for the invoice as this was not her fault but the company's which fixed and extended her garden.

This story could be compared with the following situation: You are having your dinner in a restaurant. For some more or less legitimate reason (you are stressed by a sudden phone call or something) you leave the restaurant, unfortunately without paying. When you notice that you have left without paying, are you obliged to call the restaurant to have them to send you the bill, or is this dinner for free?

I remind the Public Prosecutor that Ms. Kaupang Leighton *advised* us 1) not to ask for the invoices and by this 2) to not pay the bill. With this act the Wealth Manager at the Danske Bank International S.A. *suggested* to us to commit fraud against two Luxembourg companies, on top of *admitting* fraud against the Landscaping company that extended and fixed her garden.

After this meeting we had to ask ourselves: How can we trust Ms. Kaupang Leighton? This Wealth Manager obviously lives after the rule: "If we have an agreement and for some reason you have failed to act as expected in the light of the agreement, and you haven't noticed your own error, then I surely won't tell you."

Ms. Kaupang Leighton has been the manager of our savings account since late summer 2006.

As an extension to this criminal complaint we would like to express that we consider the Danske Bank International S.A. to be liable for deceiving us as they have not warned us against this person, who has been placed to act as the guard and guide of our savings.<sup>1</sup>

Important information about our savings – that could prevent grave misunderstandings, economical losses or other negative results for us if we had been informed in due time – could (as shown) easily stop with Ms. Kaupang Leighton due to her expressed standard of moral and ethics. This is exactly what seems to have happened to us, as more than €200.000 obviously has been siphoned from our savings account in several actions without the bank informing us about this "leakage".

### **3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

- to investigate the above mentioned actions and prosecute the offender.

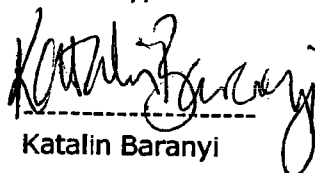
We do reserve the right to claim compensation for any economical loss, as well as non-pecuniary damages, these actions has caused us. In this regard we wish to be informed by the Public Prosecutor whether such a claim can be filed as a part of the criminal case.

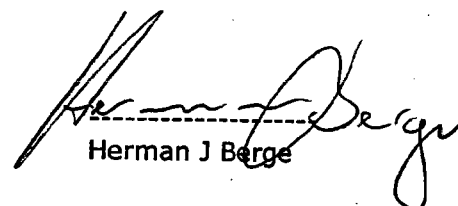
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<sup>1</sup> After assessing all transactions in this case, the bank concludes – in January 2009 – that Ms. Kaupang Leighton has not been ignorant to our savings and that she still have the bank's full confidence. This is alarming taken into consideration how Ms. Kaupang Leighton has acted in this case.

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,

  
-----  
Katalin Baranyi

  
-----  
Herman J Berge

DATED in Luxembourg this 28 day of January 2009; delivered by fax and ordinary mail to the attention of Mr. Laurent Seck with the Procureur d'etat.



Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg February 2 2009

Att : Mr. Laurent Seck  
Re : Danske Bank Intl. S.A. – Criminal Complaint IV  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 7  
Attachment : 2 (4 p)  
Copy : CSSF

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We refer to Criminal Complaints of December 22 2008, January 26 and 28 2009.

## C R I M I N A L C O M P L A I N T

### 1. FORMAL INFORMATION

**Date of Crime** : September 30 2004 – December 31 2004  
**Scene of Crime** : Danske Bank International S.A., 2, rue du Foss, 2011  
Luxembourg.  
**Perpetrator** : Johan Bjerregaard, Account Manager.

The above named person was employed with Danske Bank International S.A., 2 rue du Foss, P.O. Box 173, 2011 Luxembourg until late 2007.

### 2. CRIMINAL ACTIONS

On January 7 2009 we yet again requested the bank to give us access to all documents regarding our deposits, statements of our account balance, explanation on the unauthorised transactions/withdrawals of some + € 200.000 in 2006, as well as an explanation on the closing of our account.

**Appendix #1:** Letter of January 7 2009 to the Danske Bank.



In the bank's letter of January 9 2009 addressed to the CSSF the bank confirms to have:

*"...gone through all transactions on all accounts..."*

**Appendix #2:** Danske Bank's letter of January 9 2009 to CSSF.

This means that the bank has in the most thoroughly and qualified manner examined – which could be described as an investigative due diligence – all transactions regarding our savings account, and that the bank didn't find anything that could lead to any reactions from the bank.

\* \* \*

During the period of September 30 – December 31 2004 the Account Manager Johan Bjerregaard has, without our consent or knowledge, operated our savings account of some NOK 4.4 million in what seems to be illegal Foreign Exchange-speculations.

**Appendix #3:** See appendix #14 of the criminal complaint of December 22 2008.

At the end of December 2004 our savings of NOK 4.363.927 (as of September 30 2004) had thus changed to a total liability to the bank of some NOK 23.1 million.

This sudden extreme liability towards the bank had vaporised by the next bank statement of March 31 2005.

**Appendix #4:** See appendix #15 of the criminal complaint of December 22 2008.

Nevertheless this fact shows that the Account Manager Bjerregaard or some of his co-workers had been speculating in FX trades using and jeopardising all our savings. Most likely he or his co-collaborators have made profit out of this. Any such profit is to be assessed and seized by the prosecuting authority.

Such intervention and disloyal actions against our account indicate that this bank, or certain employees with this bank, operates client accounts most likely for their own profit, in which is needless to say considered as a serious criminal activity.

We remind the Public Prosecutor that the bank in their internal investigative due diligence didn't find any problem with this nor any other unexplainable transactions or loss of funds in regards to our account, which is alarming in itself.

The bank's response to our questions regarding our savings account has been rather hostile and rejective. Instead of trying to clarify, or at least answering our requests, the bank flatly closed our account four days before Christmas, which in itself is – under these circumstances – a criminal act.

This unlawful closing is a result of the bank's own unauthorised transactions and/or embezzlement from our savings rather than of the picture the bank attempts to draw: caused by failed investments and an unfortunate financial crisis. Closing our account is conveniently chocking us economically, intentionally executed to stop us from claiming our rights towards the bank, and is by far a response that could unveil any misunderstandings.

**3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

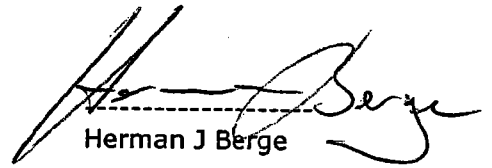
- to investigate the above mentioned actions and prosecute the offender.

We do reserve the right to claim compensation for any economical loss, as well as non-pecuniary damages, these actions has caused us. In this regard we wish to be informed by the Public Prosecutor whether such a claim can be filed as a part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'état in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J Berge

DATED in Luxembourg this 2 day of February 2009; delivered by fax and ordinary mail to the attention of Mr. Laurent Seck with the Procureur d'état.

Ms. Katalin Baranyi and Mr. Herman J Berge  
666, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

000001

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Danske Bank International S.A.  
P.O. Box 173  
2011 Luxembourg

Luxembourg January 7 2009

Att : To the President/chairman Mr. Klaus Moensted Pedersen  
Re : Regarding our savings account 653147  
Case # :  
Your reference :  
Our reference : 653147  
Posting by : Mail, Registered mail, and fax  
Your fax # : 47 30 78  
Numbers of pages : 2  
Attachment :  
Copy :

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President,

We are still waiting for your response in regards to our letters of October 24 2008, reminders of November 8 and 11, as well as CSSF's letter to you of November 13 2008.

You have not responded to our demand for deletion of the "Spezialhypothek" of January 26 2007.

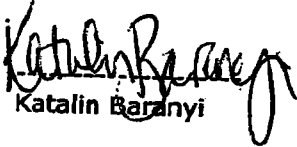
We have been in contact with the public prosecutor in Luxembourg, and we were kindly advised to, yet again, request an answer from you - this time by registered mail - demanding for the following:

- Full access to all documents regarding our deposits of some € 1 million with your bank, deposited on the following dates: July 7 2003, August 19 2003, September 7 2005, October 11 2005 and October 18 2006, at the amount of, respectively: NOK 4 million, NOK 1 million, € 266.466,69, NOK 100.000, and €120.184,93.
- Statement of our account balance as of December 31 2008, including copies of all transactions registered on this account from the opening and up to this said date.
- Explanation regarding the authorisations of transactions/withdrawals of some + €200.000 from our account in the period of March/June 2006 as well as August/December 2006.
- We are also asking for your explanation as to why our account was closed on December 19 2008.

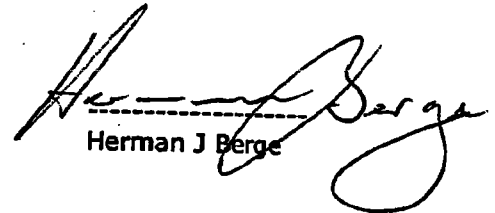
**Deletion of Spezialhypothek of January 26 2007**

There does not exist any legal grounds for your bank to register such a Spezialhypothek.  
The house was purchased with our own funds which were deposited with your bank on  
the dates mentioned above.

Without prejudice we reserve the rights to claim damages and compensations for any  
incurred losses from you personally.

  
Katalin Baranyi

Luxembourg January 7 2009

  
Herman J Berge

Commission de Surveillance  
du Secteur Financier  
L - 2991 Luxembourg

Danske Bank International  
13, rue Edward Steichen  
P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 45 12 75 1  
Telefax +352 47 30 78  
www.danskebank.lu

9 January 2009

Ref.: 653147/Legal

**Your ref. SG.08/3589-NDE/MR/LTG1090 - Ms Katalin Baranyi & Mr Herman Berge**  
**Our client number 653147**

Dear Sirs,

Further to our letter of 17 November 2008 we have gone through all transactions on all accounts held under client number 653147 since the relationship was established in 2003. We have, in particular, focused on incoming and outgoing transfers and payments.

Referring to the clients' letter to you dated 27 October 2008 we wish to conform the incoming transfers quote by Mr. Berge.

Value 11 July 2003, NOK 4,000,000.00 was credited to the NOK current account 6531470801, cf. advice dated 7 July 2003 (Appendix # 1 sent by Mr. Berge).

Value 25 August 2003, NOK 1,000,000 was credited to the NOK current account 653170801, cf. advice dated 19 August 2003 (Appendix # 2 sent by Mr. Berge).

Value 12 September 2005, EUR 266,466.69 was received and immediately exchanged to NOK 2,073,377.31 that was credited to the NOK current account 653170801, cf. advice dated 7 September 2005 (Appendix # 3 sent by Mr. Berge).

Value 14 October 2005, NOK 100,000 was received and immediately exchanged to EUR 12,668.65 and credited to the EUR current account 653175501, cf. advice dated 11 October 2005 (Appendix # 4 sent by Mr. Berge).

Value 20 October 2006, EUR 120,184.93 was received and immediately exchanged to NZD 226,560.61 and credited to the NZD current account 653172801, cf. advice dated 18 October 2006 (Appendix # 5 sent by Mr. Berge).

In his letter Mr. Berge fails to mention the debit transactions made by him and Ms Baranyi. According to the account statements the following total amounts of outgoing transfers and payments have been made.

USD	-2,030.63
GBP	-42,018.14
SEK	-49,540.92
NOK	-707,060.54
NZD	-3,082.93
EUR	- 1,202,755.49

Based on the exchange rates on 08/01/2009 the net incoming/outgoing transfer balance can be seen below:


EUR	-1,186,755.33		EUR	-1,186,755.33
USD	-2,030.63	0.727586	EUR	-1,477.46
GBP	-42,018.14	1.11388	EUR	-46,803.17
SEK	-49,540.92	0.092816	EUR	-4,598.19
NOK	6,366,316.77	0.105163	EUR	669,500.97
NZD	223,477.68	0.431182	EUR	96,359.55
				-473,773.62

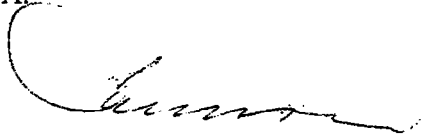
Furthermore, Mr. Berge seems to allege that he - without prior information - was told that his deposits had been lost. This is not true. In fact, the Bank has regularly sent account statements and portfolio valuation reports to the clients. Also, the Bank has had an ongoing dialogue with Mr. Berge. This is evidenced by the Bank's records. We regret having to note that Mr. Berge fails to acknowledge the fact that there have been losses on their investments. As evidence we attach copies of the quarterly portfolio valuation reports sent to the clients during 2008.

We finally wish to vehemently object to the absurd comparison with the BCCI case.

Please accept our apologies for the delayed reply.

Yours faithfully,  
Danske Bank International S.A.

  
Klaus Mønsted Pedersen  
Managing Director

  
Ole Stenersen  
Legal Advisor

c.c. Mr. Herman J. Berge



Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg February 3 2009

Att : Mr. Laurent Seck  
Re : Danske Bank Intl. S.A. – Criminal Complaint V  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 13  
Attachment : 5 (10 p)  
Copy : CSSF

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We refer to Criminal Complaints of December 22 2008, January 26 and 28 2009 and February 2 2009.

## C R I M I N A L C O M P L A I N T

### 1. FORMAL INFORMATION

**Date of Crime** : January 9 2009  
**Scene of Crime** : Danske Bank International S.A., 13, rue Edward Steichen, 2011 Luxembourg.  
**Perpetrator** : Managing Director; Klaus Mønsted Pedersen (Luxembourg) and Legal Adviser; Ole Stenersen (Luxembourg).

The above named persons are employed with the Danske Bank International S.A., 13, rue Edward Steichen, 2011 Luxembourg.

### 2. CRIMINAL ACTIONS

On January 7 2009 we yet again requested the bank to give us access to all documents regarding our deposits, statements of our account balance, explanation on the unauthorised transactions/withdrawals of some + € 200.000 in 2006, as well as an explanation on the closing of our account.

**Appendix #1:** Letter of January 7 2009 to the Danske Bank.



In the bank's communication of January 9 2009 addressed to the CSSF the bank confirms to have:

*"...gone through all transactions on all accounts..."*

**Appendix #2: Danske Bank's letter of January 9 2009 to CSSF.**

This means that the bank has in the most thoroughly and qualified manner examined – which could be described as an investigative due diligence – all transactions regarding our savings account, and that the bank didn't find anything that could lead to any reactions from the bank.

\* \* \*

In the above mentioned letter of January 9 2009, the bank responds to the CSSF's request of November 2008 (we never got any copy of the correspondence to the bank from the CSSF, thus we are not able to identify this letter). The bank's response is misleading.

It is a fact – which the bank itself confirms – that we have deposited some € 1.001.100 or NOK 8.380.000 with the bank. Nevertheless the bank attempts to mislead the CSSF to believe that we have only deposited some €765.860,52, which is obviously incorrect. By this way of accounting we are left with a deficit of some €473.773,63 and upwards.

By presenting the case to the CSSF in this way – reducing our deposits by more than €235.000, not explaining that €780.000 of the outgoing transactions relates to the purchase of our house in Luxembourg – it looks like we have spent money far beyond our means.

In a further attempt to draw a suspicious veil over us and thus hopefully avoiding any scrutiny of their own actions, the bank's managing director as well as his legal adviser states in the letter to the CSSF that:

*"...Mr. Berge fails to mention the debit transactions made by him and Ms. Baranyi."*

On the contrary: Two months before the bank attempted to mislead the CSSF by this dishonest accusation, we requested the bank to:

*"...inform us of the total amount of cash withdrawals and credit card charges, so that we can balance the account." See our letter to the bank of November 11 2008.*

**Appendix #3: Letter of November 11 2008 to the bank.**

As the bank didn't respond to this we repeated our request in our letter to the bank of January 7 2009, a letter which we presume was the cause that eventually forced the bank to respond to the CSSF.

In its correspondence to the CSSF of January 9 2009, the bank leaves it unexplained on how they have come up with these amounts – and even more important; why using this *special* accounting method – thus making it impossible to check the validity and accuracy of the banks conclusions. Nevertheless, the bank has provided the CSSF with information which the bank knows is both incorrect as well as misleading.

Further on to this we refer to our letter to the CSSF of January 22 2009, which identifies the bank's attempt to mislead the CSSF.

**Appendix #4:** Letter to the CSSF of January 22 2009.

**3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

- to investigate the above mentioned actions and prosecute the offender.

We do reserve the right to claim compensation for any economical loss, as well as non-pecuniary damages, these actions has caused us. In this regard we wish to be informed by the Public Prosecutor whether such a claim can be filed as a part of the criminal case.

\* \* \*

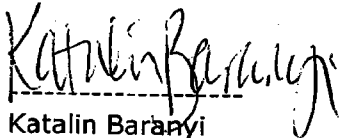
For your information the CSSF has, pursuant to article 58 of the law of April 5 1993 on the financial sector, ceased their intervention by its letter of January 22 2009.

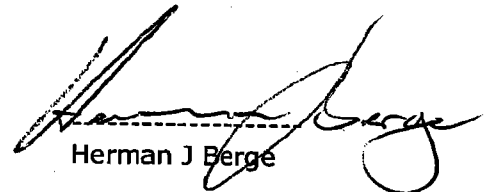
**Appendix #5:** Letter from the CSSF of January 22 2009.

\* \* \*

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J Berge

DATED in Luxembourg this 3 day of February 2009; delivered by fax and ordinary mail to the attention of Mr. Laurent Seck with the Procureur d'etat.

000001

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Danske Bank International S.A.  
P.O. Box 173  
2011 Luxembourg

Luxembourg January 7 2009

**Att** : To the President/chairman Mr. Klaus Moensted Pedersen  
**Re** : Regarding our savings account 653147  
**Case #** :  
**Your reference** :  
**Our reference** : 653147  
**Posting by** : Mail, Registered mail, and fax  
**Your fax #** : 47 30 78  
**Numbers of pages** : 2  
**Attachment** :  
**Copy** :

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President,

We are still waiting for your response in regards to our letters of October 24 2008, reminders of November 8 and 11, as well as CSSF's letter to you of November 13 2008.

You have not responded to our demand for deletion of the "Spezialhypothek" of January 26 2007.


We have been in contact with the public prosecutor in Luxembourg, and we were kindly advised to, yet again, request an answer from you – this time by registered mail – demanding for the following:

- Full access to all documents regarding our deposits of some € 1 million with your bank, deposited on the following dates: July 7 2003, August 19 2003, September 7 2005, October 11 2005 and October 18 2006, at the amount of, respectively: NOK 4 million, NOK 1 million, € 266.466,69, NOK 100.000, and €120.184,93.
- Statement of our account balance as of December 31 2008, including copies of all transactions registered on this account from the opening and up to this said date.
- Explanation regarding the authorisations of transactions/withdrawals of some + €200.000 from our account in the period of March/June 2006 as well as August/December 2006.
- We are also asking for your explanation as to why our account was closed on December 19 2008.

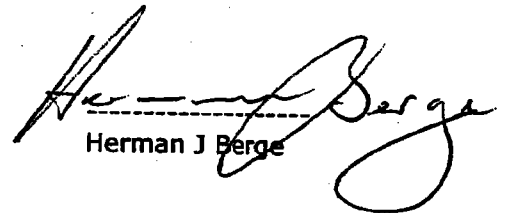
**Deletion of Spezialhypothek of January 26 2007**

There does not exist any legal grounds for your bank to register such a Spezialhypothek.  
The house was purchased with our own funds which were deposited with your bank on  
the dates mentioned above.

Without prejudice we reserve the rights to claim damages and compensations for any  
incurred losses from you personally.

  
Katalin Baranyi

Luxembourg January 7 2009

  
Herman J Berge

Commission de Surveillance  
du Secteur Financier  
L - 2991 Luxembourg

Danske Bank International  
13, rue Edward Steichen  
P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 75 1  
Telefax +352 47 30 78  
www.danskebank.lu

9 January 2009

Ref.: 653147/Legal

**Your ref. SG.08/3589-NDE/MR/LTG1090 - Ms Katalin Baranyi & Mr Herman Berge**  
**Our client number 653147**

Dear Sirs,

Further to our letter of 17 November 2008 we have gone through all transactions on all accounts held under client number 653147 since the relationship was established in 2003. We have, in particular, focused on incoming and outgoing transfers and payments.

Referring to the clients' letter to you dated 27 October 2008 we wish to conform the incoming transfers quote by Mr. Berge.

Value 11 July 2003, NOK 4,000,000.00 was credited to the NOK current account 6531470801, cf. advice dated 7 July 2003 (Appendix # 1 sent by Mr. Berge).

Value 25 August 2003, NOK 1,000,000 was credited to the NOK current account 653170801, cf. advice dated 19 August 2003 (Appendix # 2 sent by Mr. Berge).

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Value 14 October 2005, NOK 100,000 was received and immediately exchanged to EUR 12,668.65 and credited to the EUR current account 653175501, cf. advice dated 11 October 2005 (Appendix # 4 sent by Mr. Berge).

Value 20 October 2006, EUR 120,184.93 was received and immediately exchanged to NZD 226,560.61 and credited to the NZD current account 653172801, cf. advice dated 18 October 2006 (Appendix # 5 sent by Mr. Berge).

In his letter Mr. Berge fails to mention the debit transactions made by him and Ms Baranyi. According to the account statements the following total amounts of outgoing transfers and payments have been made.

USD	-2,030.63
GBP	-42,018.14
SEK	-49,540.92
NOK	-707,060.54
NZD	-3,082.93
EUR	- 1,202,755.49

Based on the exchange rates on 08/01/2009 the net incoming/outgoing transfer balance can be seen below:


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NOK	6,366,316.77	0.105163	EUR	669,500.97
NZD	223,477.68	0.431182	EUR	96,359.55
				-473,773.62

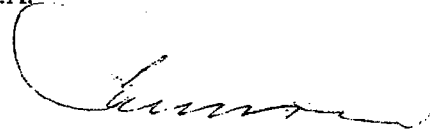
Furthermore, Mr. Berge seems to allege that he - without prior information - was told that his deposits had been lost. This is not true. In fact, the Bank has regularly sent account statements and portfolio valuation reports to the clients. Also, the Bank has had an ongoing dialogue with Mr. Berge. This is evidenced by the Bank's records. We regret having to note that Mr. Berge fails to acknowledge the fact that there have been losses on their investments. As evidence we attach copies of the quarterly portfolio valuation reports sent to the clients during 2008.

We finally wish to vehemently object to the absurd comparison with the BCCI case.

Please accept our apologies for the delayed reply.

Yours faithfully,  
Danske Bank International S.A.

  
Klaus Mønsted Pedersen  
Managing Director

  
Ole Stenersen  
Legal Advisor

c.c. Mr. Herman J. Berge

Ms. Katalin Baranyi and Mr. Herman J Berge  
685, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

000003

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Danske Bank International S.A.  
P.O. Box 173  
2011 Luxembourg

Luxembourg November 11 2008

**Att** : To the President/chairman  
**Re** : Your letter of October 17 2008, e-mail of October 20 2008, letter of November 3 2008.  
**Case #** :  
**Your reference** :  
**Our reference** : 653147  
**Posting by** : Mail and fax  
**Your fax #** : 47 30 78  
**Numbers of pages** : 2  
**Attachment** :  
**Copy** :

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Regarding our savings account 653147:

I am referring to our letter of October 24 2008, as well as our reminder of November 8 2008.

This is reminder # 2, and we are still waiting for you to inform us what is the status of our deposits which was deposited on the named savings account as follow:

On July 7 2003, August 19 2003, September 7 2005, October 11 2005 and October 18 2006 we deposited the amount of respectively NOK 4 million, NOK 1 million, € 266.466,69, NOK 100.000, and €120.184,93.

With a compound interest of 3,5% on our savings account, starting on the said dates, the balance as of today should be in total of € 1.153.984,43 or NOK 10.101.437,33 (as of Friday November 7 2008)

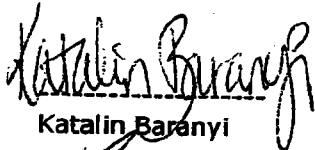
We notice from the land registry (hypothec register) that your bank has registered a bond in our house in the amount of €420.000 on January 26 2007.

The house was bought with our own funds (some €695.000), which means that if we deduct the bond of €420.000 from our balance of € 1.153.984,43 we should have approximately €733.984,43 minus withdrawals and credit card charges during the period 2003-2008.

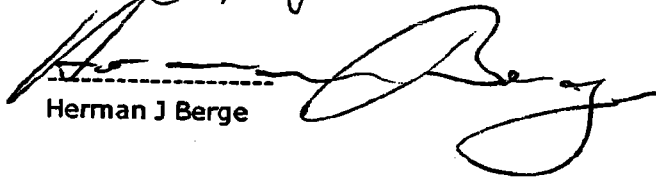
We herby ask the following:

The bond on our house of €420.000,- to be deleted as the house was purchased of our own funds.

That the bank informs us of the total amount of cash withdrawals and credit card charges, so that we can balance the account.

  
Katalin Baranyi

Luxembourg November 11 2008

  
Herman J Berge



Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

0000004

Commission de Surveillance du  
Secteur Financier Luxembourg  
Secrétariat Général  
Ms. Danielle Mander  
110, route d'Arlon  
L-2991 Luxembourg  
Luxembourg

Luxembourg January 22 2009

Att : Ms. Mander  
Re : Deposits in Danske Bank International S.A., Luxembourg. The  
bank's letter of January 9 and 14 2009.  
Case # :  
Your reference :  
Our reference : 653147  
Posting by : Mail and fax  
Your fax # : 26 25 1 601  
Numbers of pages : 3  
Attachment :  
Copy : Danske Bank International S.A.  
Priority :

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**Your intervention.**

In the bank's letter to the CSSF of January 9 2009, the bank states that "...Mr. Berge fails to mention the debit transactions made by him and Ms. Baranyi."

On the contrary, in our letter to the bank of November 11 2008 we asked the bank to:

"...inform us of the total amount of cash withdrawals and credit card charges, so that we can balance the account."

The banks motivation for drawing this suspicious veil over us seems to origin from their ongoing efforts to avoid scrutiny of their own actions.

We have deposited more than € 1 million into our savings account with the bank. The bank has informed us that the deposit is basically lost. The bank alleges that the cause of this "loss" is our own withdrawals combined with the banks management of the savings account, the so called investments. By this it is not too much to ask for the bank to provide us and the CSSF with documents that could verify the withdrawals as well as establish a reasonable cause of the so called loss, e.g. providing us with all documents constituting any investment acts.

In the letter of January 9 2009, the bank somehow attempts to illustrate to the CSSF the amounts that have been withdrawn from our savings account. As anyone could agree on,

this statement is nothing but confusing. It is impossible to check and control the bank's numbers as there are no appendixes connected to each amount allegedly withdrawn.

In addition we do not understand why the bank is using exchange rates of January 8 2009 on amounts withdrawn and deposited on different dates in the period of July 2003 and onwards, in order to give an adequate as well as accurate explanation of what has happened to our savings.

The bank provides the CSSF with two columns allegedly giving proof of transfers. The first column is to establish a fact that we have withdrawn from our savings account the amount of some € 1.332.889,506 or some NOK 12.084.683,47.

The second column has been provided by the bank to establish a fact that we have deposited some NOK 6.366.316,77 and NZD 223.477,68 or some € 765.860,52 and that we have withdrawn some €1.239.634,15 leaving us with a deficit of some € 477.773,63.

This can not be regarded as an acceptable presentation or explanation on what has happened to our savings, whereas it is impossible to control whether the bank's data is correct.

The two columns in question are supposed to be somehow connected to each other, but after a closer look they appear to diverge and confuse rather than explain.

**Firstly:** In the first column the bank states that we have made a withdrawal of some NOK 707.060,54. In the second column this amount has disappeared from the account and the calculation without any explanation.

**Secondly:** The Euro-amount of some 1.202.755,49 stated in the first column to have been withdrawn is reduced by some €16.000,16 in the second column, with no further explanation.

**Thirdly:** Even though the bank acknowledge a deposit of some NOK 7.173.377,31 on page one of the letter to the CSSF, this deposit has been reduced by some NOK 807.060,54 in the second column on page two, without any explanation.

**Forthly:** Even though the bank acknowledge a deposit of some €120.184,93 on October 18 2006, stated on page one of the letter to the CSSF (the NZD deposit), the bank has reduced this amount by some €23.825,31 in the second column on page two. Even the NZD amount has been reduced by some NZD 3.082,93 without any explanation.

By this unexplainable and confusing accountancy the bank has reduced our deposit by more than NOK 1 million.

The fact is that our deposits represents approximately NOK 8.380.000 or € 1.001.100.- and not € 765.860,52 as the bank alleges. The difference of some € 235.240 has not been accounted for by the bank.

\* \* \*

It seems obvious that the bank by this rather dogmatic and apparently authoritative but still confusing accountancy, is trying to mislead the CSSF to believe that everything is ok, and that there are no reasons for further investigation or control on this matter. Such an act will be considered as of criminal nature, if the bank by their letters wilfully attempts to defraud the CSSF and us in order to conceal any embezzlement from our savings account or any other unlawful act made against our deposit.

Depositing such an amount in a bank normally gives a certain amount of interest added to the deposited amount every year, thus we were expecting some return on our deposit. According to the bank's accountancy our deposit on approximately €1 million has not given us any return in a period of more than five years, which in itself is quite striking.

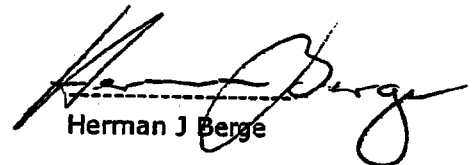
**In conclusion:** The bank has acknowledged our deposit of NOK 5.1 million and € 386.651,62. Even using the exchange rate of today, this amounts to the total of € 950.245,02, of which the amount of some € 184.384,50 (NOK1.670.874,99) is left unaccountable for.

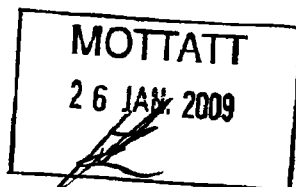
This for your information.

Sincerely,

  
Katalin Baranyi

Luxembourg January 22 2009

  
Herman J Berge



COMMISSION de SURVEILLANCE  
du SECTEUR FINANCIER

000005

Luxembourg, 22 January 2009

Ms Katalin Baranyi  
Mr Herman J. Berge  
665, rue de Neudorf  
L-2220 Luxembourg

Our/Reference : SG.09/247-NDE/MR/ LTG 1090  
Your/Reference :  
Dispatch: mail

Contact person : Natasha Deloge  
Direct dialing : (+352) 26 251 -

**Re: Your complaint dated 27 October 2008 against Danske Bank International SA**

Dear Madam, dear Sir,

Following your letters dated 22 December 2008 and 7 January 2009 in the above mentioned matter, we have noted that you filed an official complaint with the Luxembourg public prosecutor. According to the guidelines governing our handling of customer complaints outlined in the CSSF circular 95/118 (web link [www.cssf.lu/uploads/media/iml95\\_118eng.pdf](http://www.cssf.lu/uploads/media/iml95_118eng.pdf)), we may inform you that the CSSF ceases its intervention pursuant to article 58 of the law of 5 April 1993 on the financial sector if one of the parties to a complaint has referred the matter to a court.

We there close this case but would nevertheless be obliged if you could keep us informed of the outcome of this matter.

Yours sincerely

COMMISSION de SURVEILLANCE du SECTEUR FINANCIER

Danièle BERNA-OST  
Secrétaire général

Jean-Nicolas SCHAUS  
Directeur général



Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg February 5 2009

Att : Mr. Laurent Seck  
Re : Danske Bank Intl. S.A. – Criminal Complaint VI  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 14  
Attachment : 4 (10 p)  
Copy : CSSF

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We refer to Criminal Complaints of December 22 2008, January 26 and 28 2009, February 2 and 3 2009.

## C R I M I N A L C O M P L A I N T

### 1. FORMAL INFORMATION

**Date of Crime** : January 9 2009  
**Scene of Crime** : Danske Bank International S.A., 13, rue Edward Steichen, 2011 Luxembourg.  
**Perpetrator** : Managing Director; Klaus Mønsted Pedersen (Luxembourg) and Legal Adviser; Ole Stenersen (Luxembourg).

The above named persons are employed with the Danske Bank International S.A., 13, rue Edward Steichen, 2011 Luxembourg.

### 2. CRIMINAL ACTIONS

As mentioned in previous criminal complaints, on January 7 2009 we yet again requested the bank to grant us access to all documents regarding our deposits, statements of our account balance, explanation on the unauthorised transactions/withdrawals of some + € 200.000 in 2006, as well as an explanation on the closing of our account.

**Appendix #1:** Letter of January 7 2009 to the Danske Bank.

In the bank's communication of January 9 2009, addressed to the CSSF, the bank confirms to have:

*"...gone through all transactions on all accounts..."*

**Appendix #2: Danske Bank's letter of January 9 2009 to CSSF.**

This means that the bank has in the most thoroughly and qualified manner examined – which could be described as an investigative due diligence – all transactions regarding our savings account, and that the bank didn't find anything that could lead to any reactions from the bank.

\* \* \*

In the above mentioned letter of January 9 2009, the bank responds to the CSSF's request of November 2008 (we never got any copy of the correspondence to the bank from the CSSF, thus we are not able to identify this letter). The bank's response is misleading and has partly been reacted upon by our criminal complaint # IV of February 2 2009, and # V of February 3 2009.

In an attempt to make CSSF believe that we had been fully informed about the state of our savings and its speedy deterioration, the managing director and his legal adviser states in their letter that the bank has:

*"...regularly sent account statements and portfolio valuation reports to the clients. Also, the Bank has had an ongoing dialogue with Mr. Berge. This is evidenced by the Bank's records."*

By this statement the bank implies that they have informed us about the status of our savings, on a regularly basis. As the Public Prosecutor will notice though, the bank carefully avoids stating that they actually *have* informed us about the status of our savings (in that case leaving us to understand the graveness of the situation), as this – if so stated – would be a lie.

Merely an indication from the bank that the bank has dispatched documents and have been talking to a client, does not establish any proof of release from liabilities in which the bank has towards its clients.

We want to underline that we do not agree to the bank's statements elsewhere that we have committed ourselves to a house-loan called Multipurpose Line Agreement (we will get back to this in a separate criminal complaint), but for the sake of the argument and as an exercise to point out the bank's unlawful actions, let's assume that we do:

Giving a client a piece of information – about the bank's financial actions/transactions on behalf of the client – that is hard to understand, or even incomprehensible, would certainly not be categorized as useful information in regards to the client's ability to evaluate and understand the health of the savings/investments or the agreement with the bank, unless the Account Manager explains and makes sure that the client really understands the information.

Providing a client with information that is misleading can not be considered as useful information, on the contrary such an action could be classified as a crime.

Investing in shares is more risky than investing in bonds.

In March 2006 the bank made an unauthorised investment in the DLF Balanced Fund, a fund that we don't know anything about (this particular transaction will be object of an individual criminal complaint as it was made twice presumably to obtain double fees). But for the sake of the argument, let's say that this investment was legitimate.

During the period of March 2006 and December 2007 (before the marked plunged) the bank made us believe that our savings were safely spread in bonds, cash (deposits and accounts) as well as in shares. Our "investment" was pictured by the bank's Pie Chart, where the DLF Balanced Fund was categorized as "Bonds", thus making it look like our investment had a sound spread.

**Appendix #3: "Report" March 31 2006 and September 30 2007.**

In the "Report" of December 31 2007 – printed on January 9 2008, two weeks *after* the marked had plunged – nothing had changed *but* the Pie Chart, which now showed the *actual* investment where the DLF Balanced Fund was listed as "Shares" and hence all our savings suddenly appeared in "one basket", showing a high risk investment (which has been there, although concealed by the bank, since the beginning) not consistent with our means and economical situation.

**Appendix #4: "Report" December 31 2007.**

As the bank knows, we were not interested in investments with high risk as we were a family with a house, a child in school, and no other income than the interest from our savings. This was also expressed to the bank when we bought our house and moved to Luxembourg as well as during a phone conversation in February 2008 when the account manager questioned Mr. Berge in regards to the "client Information Form" that had to be filled out.

To keep us believing that our savings where safely spread, the bank produced false "Reports" and provided us with this disinformation.

The above mentioned "Reports" indicates that we have been misled by the bank since the spring of 2006, at the latest, thus within the same period where more than €200.000 was siphoned from our account. Needless to say there is not much help in regularly statements, valuation reports and dialogues when the information given has been twisted.

In regards to the alleged ongoing dialogue between the bank and us, we were hardly informed about anything until after it had happened. As far as we recall Ms. Anne Kaupang Leighton, the account manager, never suggested any investments nor did she suggest for us to get out of any investments, not until after it was too late, but then forced by her own credit department rather than by a sound evaluation of the situation.

Even during our last meeting on September 29 2008, 14 days *after* the Lehman Brothers'-collapse and bankruptcy (announced all over the world), Ms. Kaupang Leighton assured us that:

- There is no crisis (for you). Listen now; there is no crisis, just so you know it!

She didn't mention the impact this bankruptcy already had had on the bank and on our savings.<sup>1</sup>

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<sup>1</sup> We were informed that our savings were placed with the Lehman Brothers in a letter of October 16 2008, three weeks after the meeting with the bank.



These facts are inconsistent with the bank's allegations to the CSSF in their letter of January 9 2009, attempting to mislead the CSSF to 1) trust that the bank had been acting according to law and ethical standards, and to 2) distrust our assertions and our case.

Finally: Merely referring to a dialogue – as the bank does – does not give proof that any investment situation, transactions, proposed investments or other relevant advices have been discussed. And as the facts shows, the bank has wilfully led us to think that there were no reason to worry, not even after the Lehman Brothers were kicked out of the financial marked.

**3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

- to investigate the above mentioned actions and prosecute the offenders.

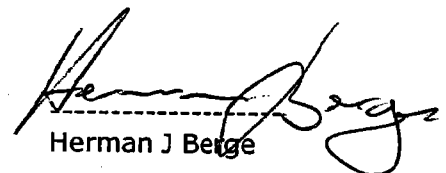
We do reserve the right to claim compensation for any economical loss, as well as non-pecuniary damages, these actions has caused us. In this regard we wish to be informed by the Public Prosecutor whether such a claim can be filed as a part of the criminal case.

\* \* \*

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J Berge

DATED in Luxembourg this 5<sup>th</sup> day of February 2009; delivered by fax and ordinary mail to the attention of Mr. Laurent Seck with the Procureur d'etat.

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

000001

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Danske Bank International S.A.  
P.O. Box 173  
2011 Luxembourg

Luxembourg January 7 2009

**Att** : To the President/chairman Mr. Klaus Moensted Pedersen  
**Re** : Regarding our savings account 653147  
**Case #** :  
**Your reference** :  
**Our reference** : 653147  
**Posting by** : Mail, Registered mail, and fax  
**Your fax #** : 47 30 78  
**Numbers of pages** : 2  
**Attachment** :  
**Copy** :

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President,

We are still waiting for your response in regards to our letters of October 24 2008, reminders of November 8 and 11, as well as CSSF's letter to you of November 13 2008.

You have not responded to our demand for deletion of the "Spezialhypothek" of January 26 2007.

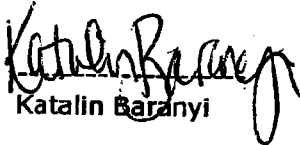
We have been in contact with the public prosecutor in Luxembourg, and we were kindly advised to, yet again, request an answer from you - this time by registered mail - demanding for the following:

- Full access to all documents regarding our deposits of some € 1 million with your bank, deposited on the following dates: July 7 2003, August 19 2003, September 7 2005, October 11 2005 and October 18 2006, at the amount of, respectively: NOK 4 million, NOK 1 million, € 266.466,69, NOK 100.000, and €120.184,93.
- Statement of our account balance as of December 31 2008, including copies of all transactions registered on this account from the opening and up to this said date.
- Explanation regarding the authorisations of transactions/withdrawals of some + €200.000 from our account in the period of March/June 2006 as well as August/December 2006.
- We are also asking for your explanation as to why our account was closed on December 19 2008.

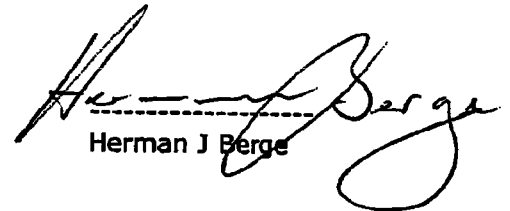
**Deletion of Spezialhypothek of January 26 2007**

There does not exist any legal grounds for your bank to register such a Spezialhypothek. The house was purchased with our own funds which were deposited with your bank on the dates mentioned above.

Without prejudice we reserve the rights to claim damages and compensations for any incurred losses from you personally.

  
Katalin Baranyi

Luxembourg January 7 2009

  
Herman J Berge

Commission de Surveillance  
du Secteur Financier  
L - 2991 Luxembourg

Danske Bank International  
13, rue Edward Steichen  
P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 75 1  
Telefax +352 47 30 78  
www.danskebank.lu

9 January 2009

Ref.: 653147/Legal

**Your ref. SG.08/3589-NDE/MR/LTG1090 – Ms Katalin Baranyi & Mr Herman Berge**  
**Our client number 653147**

Dear Sirs,

Further to our letter of 17 November 2008 we have gone through all transactions on all accounts held under client number 653147 since the relationship was established in 2003. We have, in particular, focused on incoming and outgoing transfers and payments.

Referring to the clients' letter to you dated 27 October 2008 we wish to conform the incoming transfers quote by Mr. Berge.

Value 11 July 2003, NOK 4,000,000.00 was credited to the NOK current account 6531470801, cf. advice dated 7 July 2003 (Appendix # 1 sent by Mr. Berge).

Value 25 August 2003, NOK 1,000,000 was credited to the NOK current account 653170801, cf. advice dated 19 August 2003 (Appendix # 2 sent by Mr. Berge).

Value 12 September 2005, EUR 266,466.69 was received and immediately exchanged to NOK 2,073,377.31 that was credited to the NOK current account 653170801, cf. advice dated 7 September 2005 (Appendix # 3 sent by Mr. Berge).

Value 14 October 2005, NOK 100,000 was received and immediately exchanged to EUR 12,668.65 and credited to the EUR current account 653175501, cf. advice dated 11 October 2005 (Appendix # 4 sent by Mr. Berge).

Value 20 October 2006, EUR 120,184.93 was received and immediately exchanged to NZD 226,560.61 and credited to the NZD current account 653172801, cf. advice dated 18 October 2006 (Appendix # 5 sent by Mr. Berge).

In his letter Mr. Berge fails to mention the debit transactions made by him and Ms Baranyi. According to the account statements the following total amounts of outgoing transfers and payments have been made.

USD	-2,030.63
GBP	-42,018.14
SEK	-49,540.92
NOK	-707,060.54
NZD	-3,082.93
EUR	-1,202,755.49

Based on the exchange rates on 08/01/2009 the net incoming/outgoing transfer balance can be seen below:


EUR	-1,186,755.33		EUR	-1,186,755.33
USD	-2,030.63	0.727586	EUR	-1,477.46
GBP	-42,018.14	1.11388	EUR	-46,803.17
SEK	-49,540.92	0.092816	EUR	-4,598.19
NOK	6,366,316.77	0.105163	EUR	669,500.97
NZD	223,477.68	0.431182	EUR	96,359.55
				-473,773.62

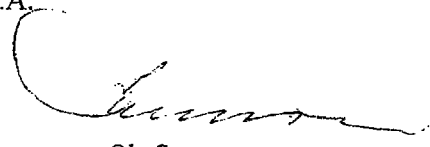
Furthermore, Mr. Berge seems to allege that he - without prior information - was told that his deposits had been lost. This is not true. In fact, the Bank has regularly sent account statements and portfolio valuation reports to the clients. Also, the Bank has had an ongoing dialogue with Mr. Berge. This is evidenced by the Bank's records. We regret having to note that Mr. Berge fails to acknowledge the fact that there have been losses on their investments. As evidence we attach copies of the quarterly portfolio valuation reports sent to the clients during 2008.

We finally wish to vehemently object to the absurd comparison with the BCCI case.

Please accept our apologies for the delayed reply.

Yours faithfully,  
Danske Bank International S.A.

  
Klaus Mønsted Pedersen  
Managing Director

  
Ole Stenersen  
Legal Advisor

c.c. Mr. Herman J. Berge

Distribution of assets	NOK	Share
Shares	4,360,738.79	59.7 %
Bonds	1,197,159.12	16.4 %
Deposits	868,269.06	11.9 %
Accounts	876,396.30	12.0 %
<b>Assets in total</b>	<b>7,302,563.27</b>	<b>100.0 %</b>

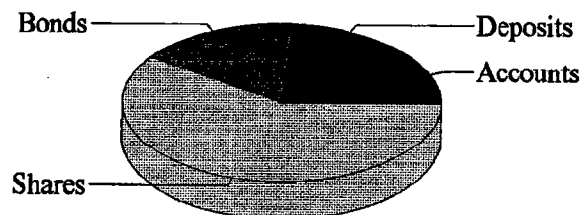
Distribution of liabilities	NOK	Share
Loans	995,448.15	95.3 %
Accounts	26,437.10	2.5 %
Value Off-balance	22,492.15	2.2 %
<b>Liabilities in total</b>	<b>1,044,377.40</b>	<b>100.0 %</b>

Portfolio distribution	NOK	Gearing
Assets	7,302,563.27	
Liabilities	1,044,377.40	16.7 %

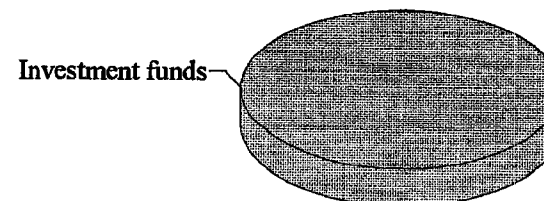
Portfolio - net value 6,258,185.87

Sector Allocation of shares	NOK	Share
Investment funds	4,360,738.79	100.0 %
<b>Shares</b>	<b>4,360,738.79</b>	<b>100.0 %</b>

Distribution of assets



Sector Allocation of shares



0000003

**Custody account statement as at 31 March 2006**

NOK - 653147

(trade date)

**Assets**

Shares	Holding	Ccy	Price	Date	Avg. purchase price	Value in ccy	Exchange rate	Balance	Share of assets
DAAF Allo Dynami	8,828.00	EUR	24.9730	27/03/06	22.1593	220,461.64	7.9675	1,756,537.38	24.05
DAAF Alloca.Stab	8,032.00	EUR	24.1640	27/03/06	23.8916	194,085.25	7.9675	1,546,382.38	21.18
Ocean Eq Jap II	1,750.00	JPY	10,805.0702	31/03/06	10,100.0000	18,908,872.00	0.0559	1,057,819.03	14.49
<b>Total Investment funds</b>								4,360,738.79	59.72
<b>Total Shares</b>								4,360,738.79	59.72

Bonds	Holding	Ccy	Price	Date	Avg. purchase price	Maturity	Value in ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
DLF Balance D	149.72	EUR	1,003.5600	24/03/06	1,011.8786		150,254.51	0.00	7.9675	1,197,159.12	16.39
<b>Total Investment funds</b>										1,197,159.12	16.39
<b>Total Bonds</b>										1,197,159.12	16.39

Deposits	Amount	Ccy	Interest rate	Start date	Maturity	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Deposit	176,854.75	TRY	11.00	13/03/06	13/04/06	1,026.74	4.8812	868,269.06	11.89
<b>Total Deposit</b>								868,269.06	11.89

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account	872,560.64	NOK	1,232.22	1.0000	873,792.86	11.97
Money Market Account	0.00	AUD	0.00	0.0000	0.00	0.00
Money Market Account	493.76	CHF	0.00	5.0424	2,489.73	0.03
Money Market Account	0.00	DKK	0.00	0.0000	0.00	0.00
Platinum MasterCard	0.00	EUR	0.00	7.9675	0.00	0.00
Money Market Account	9.15	GBP	0.00	11.4411	104.69	0.00
Money Market Account	0.00	HUF	0.00	0.0000	0.00	0.00
Money Market Account	0.00	ISK	0.00	0.0000	0.00	0.00

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Danske Bank International, Private Banking

Printed on 31 March 2006 as at 31 March 2006 Page 3 of 6

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se contact the Bank's Internal Audit Department. Due to the Banking

ncy in Luxembourg it is the responsibility of the Account Holder to comply with

Danske Bank International Société Anonyme  
R.C. Luxembourg No. B 14.101 Aut. 24859

Distribution of assets	NOK	Share
Shares	3,926,337.57	61.2 %
Bonds	1,167,329.60	18.2 %
Accounts	1,226,460.77	19.1 %
Value Off-balance	95,500.74	1.5 %
<b>Assets in total</b>	<b>6,415,628.68</b>	<b>100.0 %</b>

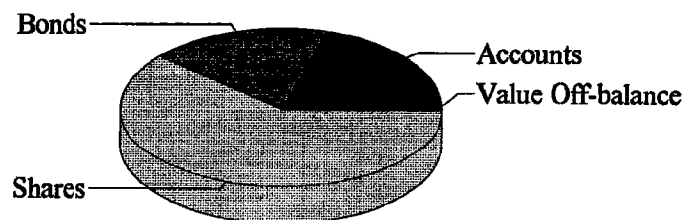
Distribution of liabilities	NOK	Share
Loans	7,545,608.79	99.9 %
Accounts	7,426.82	0.1 %
<b>Liabilities in total</b>	<b>7,553,035.61</b>	<b>100.0 %</b>

Portfolio distribution	NOK	Gearing
Assets	6,415,628.68	
Liabilities	7,553,035.61	1,000.0 %

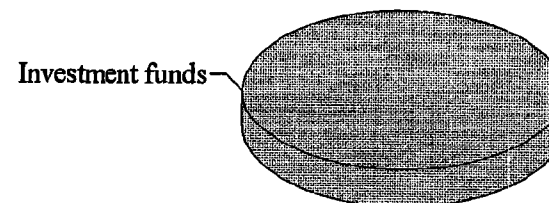
**Portfolio - net value** **-1,137,406.93**

Sector Allocation of shares	NOK	Share
Investment funds	3,926,337.57	100.0 %
<b>Shares</b>	<b>3,926,337.57</b>	<b>100.0 %</b>

**Distribution of assets**



**Sector Allocation of shares**





**Custody account statement as at 30 September 2007**

NOK - 653147

(trade date)

**Assets**

Shares	Holding	Ccy	Price	Date	Avg. purchase price	Value in ccy	Exchange rate	Balance	Share of assets
DAAF Allo Dynami	8,828.00	EUR	25.4410	24/09/07	22.1593	224,593.15	7.7184	1,733,492.58	27.02
DAAF Alloca.Stab	8,032.00	EUR	24.8490	24/09/07	23.8916	199,587.17	7.7184	1,540,487.23	24.01
Ocean Eq Jap II	1,750.00	JPY	7,898.9653	06/09/07	10,100.0000	13,823,189.00	0.0472	652,357.76	10.17
<b>Total Investment funds</b>								3,926,337.57	61.20
<b>Total Shares</b>								3,926,337.57	61.20

Bonds	Holding	Ccy	Price	Date	Avg. purchase price	Maturity	Value in ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
DLF Balanced A	149.82	EUR	1,009.4300	21/09/07	1,011.1615		151,240.47	0.00	7.7184	1,167,329.60	18.20
<b>Total Investment funds</b>										1,167,329.60	18.20
<b>Total Bonds</b>										1,167,329.60	18.20

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account	3,991.18	NOK	0.00	1.0000	3,991.18	0.06
Money Market Account	0.00	AUD	0.00	0.0000	0.00	0.00
Money Market Account	493.76	CHF	0.00	4.6493	2,295.64	0.04
Money Market Account	0.00	DKK	0.00	0.0000	0.00	0.00
Money Market Account	156,180.80	EUR	0.00	7.7184	1,205,460.90	18.79
Money Market Account	0.00	HUF	0.00	0.0000	0.00	0.00
Money Market Account	0.00	ISK	0.00	0.0000	0.00	0.00
Money Market Account	0.00	MXN	0.00	0.0000	0.00	0.00
Money Market Account	1,201.78	NZD	0.00	4.1193	4,950.47	0.08
Money Market Account	2,002.51	TRY	0.00	4.4981	9,007.56	0.14
Money Market Account	138.70	USD	0.00	5.4436	755.02	0.01
Money Market Account	0.00	ZAR	0.00	0.0000	0.00	0.00
<b>Total Accounts</b>					1,226,460.77	19.12

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Danske Bank International, Private Banking

Printed on 1 October 2007 as at 30 September 2007 Page 3 of 6

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Please contact the Bank's Internal Audit Department. Due to the Bank

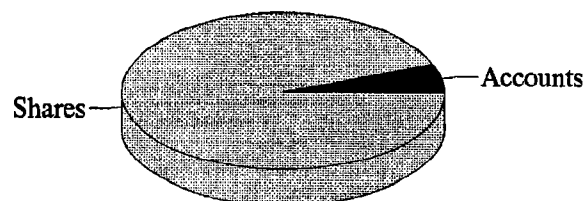
secrecy in Luxembourg it is the responsibility of the Account Holder to comply with  
Danske Bank International Société Anonyme  
R.C. Luxembourg No. B 14.101 Aut. 24859

Distribution of assets	NOK	Share
Shares	5,145,919.11	93.8 %
Accounts	338,289.06	6.2 %
<b>Assets in total</b>	<b>5,484,208.17</b>	<b>100.0 %</b>
Distribution of liabilities	NOK	Share
Loans	6,992,653.14	99.7 %
Accounts	23,250.93	0.3 %
<b>Liabilities in total</b>	<b>7,015,904.07</b>	<b>100.0 %</b>
Portfolio distribution	NOK	Gearing
Assets	5,484,208.17	
Liabilities	7,015,904.07	1,000.0 %

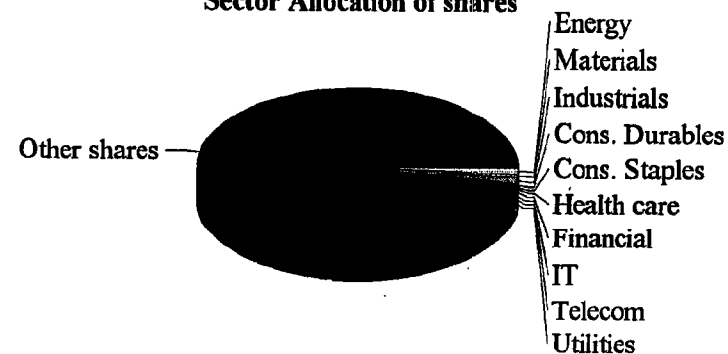
Portfolio - net value -1,531,695.90

Sector Allocation of shares	NOK	Share
Energy	66,787.53	1.3 %
Materials	30,242.43	0.6 %
Industrials	67,279.71	1.3 %
Cons. Durables	11,657.31	0.2 %
Cons. Staples	18,285.20	0.4 %
Health care	9,522.04	0.2 %
Financial	51,117.08	1.0 %
IT	10,648.72	0.2 %
Telecom	19,538.34	0.4 %
Utilities	18,061.59	0.4 %
Other shares	4,824,931.69	94.1 %
<b>Shares</b>	<b>5,145,919.11</b>	<b>100.0 %</b>

Distribution of assets



Sector Allocation of shares



000004

**Custody account statement as at 31 December 2007**

NOK - 653147

(trade date)

**Assets**

Shares	Holding	Ccy	Price	Date	Avg. purchase price	Value in ccy	Exchange rate	Balance	Share of assets
SKAGEN Global/NO	197.14	NOK	808.0103	31/12/07	845.3155	159,295.43	1.0000	159,295.43	2.90
SKAGEN Kon-Ti/NO	358.23	NOK	451.3626	31/12/07	465.2029	161,691.99	1.0000	161,691.99	2.95
DAAF Allo Dynami	8,828.00	EUR	25.1390	31/12/07	22.1593	221,927.09	7.9741	1,769,673.25	32.27
DAAF Alloca.Stab	8,032.00	EUR	24.8250	31/12/07	23.8916	199,394.40	7.9741	1,589,994.87	28.99
DLF Balanced A	149.82	EUR	972.4600	31/12/07	1,011.1615	145,701.35	7.9741	1,161,840.05	21.19
Ocean Eq Jap II	875.00	JPY	7,224.5209	30/11/07	10,100.0000	6,321,455.00	0.0480	303,423.52	5.53
<b>Total Investment funds</b>								5,145,919.11	93.83
<b>Total Shares</b>								5,145,919.11	93.83

Accounts	Balance in the accounts ccy	Ccy	Accrued interest in ccy	Exchange rate	Balance	Share of assets
Money Market Account 6531470801	863.58	NOK	0.00	1.0000	863.58	0.02
Money Market Account 6531472701	0.00	AUD	0.00	0.0000	0.00	0.00
Money Market Account 6531470501	493.76	CHF	0.00	4.8025	2,371.27	0.04
Money Market Account 6531470901	0.00	DKK	0.00	0.0000	0.00	0.00
Money Market Account 6531475501	2,263.88	EUR	0.00	7.9741	18,052.45	0.33
Money Market Account 6531475901	0.00	HUF	0.00	0.0000	0.00	0.00
Money Market Account 6531474201	0.00	ISK	0.00	0.0000	0.00	0.00
Money Market Account 6531471201	6,289,847.00	JPY	0.00	0.0480	301,907.00	5.51
Money Market Account 6531476001	0.00	MXN	0.00	0.0000	0.00	0.00

Continued on next page

Danske Bank International, Private Banking

Printed on 9 January 2008 as at 31 December 2007 Page 3 of 5

Our General Terms and Conditions apply to this statement. In case of discrepancies, please contact the Bank's Internal Audit Department. Due to the Banking Secrecy in Luxembourg it is the responsibility of the Account Holder to comply with any reporting regulations, unless otherwise regulated.

Danske Bank International Société Anonyme  
R.C. Luxembourg No. B 14.101 Aut. 24859

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg February 10 2009

Att : Mr. Laurent Seck  
Re : Danske Bank Intl. S.A. – Criminal Complaint VII  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 3  
Attachment :  
Copy : CSSF

---

We refer to Criminal Complaints of December 22 2008, January 26 and 28 2009,  
February 2, 3 and 5 2009.

## C R I M I N A L C O M P L A I N T

### 1. FORMAL INFORMATION

**Date of Crime** : September 29 2008, January 9 2009  
**Scene of Crime** : Danske Bank International S.A., 13, rue Edward Steichen, 2011  
Luxembourg.  
**Perpetrator** : Managing Director; Klaus Mønsted Pedersen (Luxembourg), Legal  
Adviser; Ole Stenersen (Luxembourg) and Wealth Manager; Anne  
Kaupang Leighton (Steinsel).

The above named persons are employed with the Danske Bank International S.A., 13,  
rue Edward Steichen, 2011 Luxembourg.

### 2. CRIMINAL ACTIONS

We want to underline that we do not agree to the bank's statements elsewhere  
that we have committed ourselves to a house-loan called Multipurpose Line  
Agreement (we will get back to this in a separate criminal complaint), but for the  
sake of the argument in this complaint and as an exercise to point out the bank's  
unlawful actions, let's assume that we do.

The fact that there is a civil dispute between a bank and its clients *does not* eliminate the possibility that the bank could have acted fraudulent during the fiduciary period, nor does it justify any criminal act whatsoever.

\* \* \*

During a meeting at the bank's premises on September 29 2008 the Wealth Manager, Ms. Anne Kaupang Leighton, told us that we had to transfer some € 4.000 to balance our account. She browsed through the sheet of paper she had brought with her and showed us what we could sell off to handle this matter. To paint a picture of what our options were, she told us that the Stable Fund and the DLF Balanced Fund had done better than the market, which was not the case in regards to the Dynamic Fund, she added.

After giving us to believe that we were in the position to choose between the above mentioned alternatives (Funds), Ms. Kaupang Leighton stated her advice:

"If it was my money, in a market like we have now, I would certainly bite the big bullet and withdraw, taking some of the Dynamic part, and then come in again when the market starts to turn, but that's my opinion."

As the Public Prosecutor will observe, the Wealth Manager firstly assess' the situation, saying that DLF Balanced and Stabel Funds has done quite well compared to the market, that the Dynamic hasn't done that well, thus letting us believe that the Dynamic is more risky to sit on than the two other ones. Then she gives us those three alternatives: Dynamic, Stabel or Balanced, concluding with the advice to sell from the Dynamic.

The fact is though that 14 days prior to this meeting, Lehman Brothers filed for bankruptcy. As a consequence trading with the DLF Balanced Fund ceased, or at least should have ceased, this very same day. Any trading with the DLF Balanced Fund after this date would be impossible as this would have been a crime:

"...the Balanced Fund owns positions in JPMorgan Distressed Debt Fund and in JPMorgan Absolute Return Credit Fund. These Funds used Lehman Brothers as Prime broker. As all assets kept with Lehman Brothers are frozen for as long as it takes...it is not possible to trade the JPMorgan Funds owned by the Balanced Fund"<sup>1</sup>

During the meeting Ms. Kaupang Leighton didn't mention (in regards to our savings) the Lehman Brothers-collapse or that the bank had invested on our behalf in funds kept by Lehman Brothers, neither did she mention anything about the consequences this situation had caused us and the bank, e.g. that the DLF Balanced Fund was practically worthless.

As proven in the "criminal complaint" # VI of February 5 2008, where Ms. Kaupang Leighton assured us that:

"There is no crisis (for you). Listen now; there is no crisis, just so you know it!"

we were by a criminal intent mislead to believe that everything was ok with our savings. To strengthen this delusion Ms. Kaupang Leighton gave us to believe that nothing was wrong with the DLF Balanced Fund, and that we hence had the alternative to sell, also from the DLF Balanced Fund – which we today know was impossible.

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<sup>1</sup> Extract of a letter of October 16 2008 from the bank.

Nevertheless, merely giving us the *alternative* to sell "holdings" in the ceased DLF Balanced Fund – where parts of its possessions were frozen – is a crime. By obtaining voice recordings from the bank, it will be proven that the bank has – by this deception – attempted and succeeded to mislead us – among other things; from taking any safeguard measures.

Attempting to convince us during the meeting that everything was ok, on top of concealing the collapse in the Lehman Brothers/Madoff-scam – and especially about its serious consequences for us – are not only disloyal acts but also a crime as we can't find one single reason why the bank should keep this important information away from us. One consequence of this wilful concealment is that we have been halted from taking any preserving actions in regards to our savings.

The above mentioned facts prove that the bank has lied to the CSSF when they stated in their letter of January 9 2009 that: "...the Bank has had an ongoing dialogue with Mr. Berge.", thus implying that the bank has kept us informed about the status of our savings. The "dialogue" which the bank alleges that they have had with us, has not concerned the health of our savings and not at all the fiduciary responsibility of the bank.

If there really existed an open sound dialogue, we would obviously had been informed about the Lehman-collapse and its consequences for the DLF Balanced Fund immediately after September 15 2008.

The bank also lied to the CSSF when they in the same letter stated that they had "...gone through all transactions on all accounts..." and that they consequently couldn't find anything that could give reason for any attention. To conceal the consequences caused by the collapse in the Lehman Brothers/Madoff-scheme, as well as convincing us that we were not affected by the crisis, should obviously be more than enough to constitute a reason to have a second opinion on the bank's assessment of the matter.

### **3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

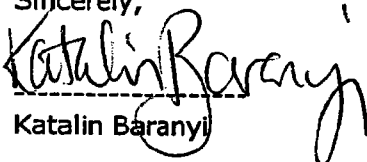
- to investigate the above mentioned actions and prosecute the offenders.

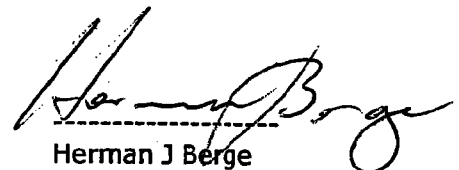
We do reserve the right to claim compensation for any economical loss, as well as non-pecuniary damages, these actions has caused us. In this regard we wish to be informed by the Public Prosecutor whether such a claim can be filed as a part of the criminal case.

\* \* \*

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J Berge

DATED in Luxembourg this 10<sup>th</sup> day of February 2009; delivered by fax and ordinary mail to the attention of Mr. Laurent Seck with the Procureur d'etat.



# BILAG 8.

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg February 11 2008

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint VIII  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 2  
Attachment :  
Copy : CSSF

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## CRIMINAL COMPLAINT

### 1. FORMAL INFORMATION

#### Date of Crime

May 9 2008.

#### Scene of Crime

In the car somewhere in Luxembourg.

#### Perpetrator

a. Anne Kaupang Leighton, Wealth Manager/Account Manager, Steinsel.

The above named person works at Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

### 2. CRIMINAL ACTIONS

Law of 5 April 1993 on the financial sector, article 41, "Obligation of professional secrecy" stipulates that:

«All administrators, members of managing and supervisory bodies, directors, employees and other persons in the service of credit institutions, other financial sector professionals, settlement entities, central counterparties, clearing houses and foreign operators of systems authorised in Luxembourg, as referred to in Part



I of this Law, shall be required to keep secret any information confided to them in the context of their professional activities. Disclosure of such information shall be punishable by the penalties laid down in Article 458 of the Penal Code.»

The Penal Code, article 458, punishes violations of secrets entrusted to professionals:

"...all other persons that disclose secrets in their custody by virtue of their status or profession, apart from cases where they are called to testify in a court of law or before a parliamentary commission of investigation or otherwise compelled by law to lift their secrecy obligation, will be subject to imprisonment for eight days to six months and a fine of 20.000 to 200.000 francs.

On May 9 2008 we called Ms. Anne Kaupang Leighton as she earlier that day had asked us to do so. She was in her car with her son and another person when we called her. In this setting she told us that our Wealth Manager, Øyvind Bjørnsen, had been sacked and that he had been forced to leave office immediately. She also revealed Mr. Berge's name as the client of Mr. Bjørnsen in this conversation, and that she had taken over his responsibilities as our Wealth Manager.

It has by this been established as a fact that Ms. Kaupang Leighton, again, has provided a third party with information – that she was entrusted with – about us and about our relationship with this bank, which in itself is a clear violation of the above mentioned Law of 5 April 1993 on the financial sector, article 41.

Finally we find it essential to stress that this behaviour that we experience with Ms. Kaupang Leighton shows that she talks quite openly about the relationship between the bank and its clients despite the fact that she knows that such information is protected by law in the interest of the client. This leads us to believe – which obviously cannot be ruled out – that Ms. Kaupang Leighton might have revealed information about us and our relationship with the Danske Bank Int. S.A. to other third parties. The next assumption which follows as a consequence, is that this behaviour shows that the secrecy policy in the bank in general seems to be rather poor and thus not in compliance with the law.

### **3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

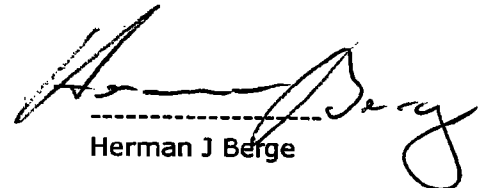
- to investigate the above mentioned actions and prosecute the offender.

We do reserve the right to claim compensation for any economical loss, as well as non-pecuniary damages, these actions has caused us. In this regard we wish to be informed by the Public Prosecutor whether such a claim can be filed as a part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J Berge

DATED in Luxembourg this 11<sup>th</sup> day of February 2009; delivered by fax and ordinary mail to the attention of Mr. Laurent Seck with the Procureur d'etat.

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg December 9 2009

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint IX  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and registered mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 7  
Attachment : 3 (4 p)  
Copy : CSSF

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## CRIMINAL COMPLAINT

### 1. FORMAL INFORMATION

**Date of Crime** : September 29 2008 – December 9 2009.

**Scene of Crime** : Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

**Perpetrators** : Managing Director; Klaus Mønsted Pedersen (Luxembourg)  
Legal Adviser; Ole Stenersen (Luxembourg)  
Wealth Manager; Anne Kaupang Leighton (Steinsel).

The above named persons are employees of the Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209 and 110209, which we advise you to read and assess thoroughly.

As mentioned in the criminal complaint submitted on December 22 2008, the bank informed us in their letters of October 17 2008 and November 3 2008 – as well as in their letter of January 14 2009 – that we were in breach of a Multipurpose Line Agreement (MLA) which sole purpose (according to the MLA itself) was acquisition of real estate (i.e. our house).

We do oppose to the notion that we are part of a legitimate MLA agreement, in this regard please see the criminal complaint I of December 22 2008. For the sake of the argument, let us nevertheless presume that this MLA is valid.

## 2. THE OFFENCE

The situation between us and the bank has not changed since January 14 2008, at which time the bank terminated the MLA, and demanded repayment of the entire debt. The bank "granted" us 8 days to repay the debt including accrued interest. Should we not comply with these terms, the bank threatened us with foreclosure, although the bank is fully aware of the fact that *they* are in default and thus owes us a considerable amount of money. This is the last we heard of the bank in this regard until Elisabeth Omes/Alex Schmitt repeated these threats in their letter to us of November 23 2009, alleging that they are the bank's legal counsels. Please find the letter attached here as **appendix I**.

We are not familiar with Schmitt's/Omes' business, nor do we know anything about their relations with the Danske Bank, or other persons/entities involved in this matter.

Of obvious reasons we do not correspond with persons or entities which do not present sufficient identification and procuration, nor are we obliged to. By this reason we approached Omes/Schmitt in our letter of November 30 2009 petitioning them to provide us with the necessary documents. Please find the letter attached here as **appendix II**.

In their fax of December 2 2009, Omes/Schmitt failed to identify and reveal the legal basis of their approach of November 23 2009. Instead they chose to threaten us with a lawsuit if we did not pay within December 15 2009 (*threatening* with a lawsuit in order to "guide" a party – which by legitimate reasons denies the claim – to pay, is a criminal offence, see "Criminal Complaint X"). Please find the fax attached here as **appendix III**.

Danske Bank has a legal department which has been acting on behalf of the bank in this matter. According to the MLA and related documents the bank is in general entitled to execute different legal actions in order to retrieve what is – according to the bank – lawfully theirs. Thus there were no reasons to hire two external counsellors to basically repeat the threat carried out in a hope of collecting some easy money (an action which normally would be described as extortion).

As the prosecutor must agree on in regards to the letter of November 23 2009, Omes/Schmitt has substantially reduced the degree of accuracy in this matter, acting imprecisely and wolly – even lying – in their attempts to refer the facts, which – in turn – makes it even less comprehensible why the bank engaged a third party to do this "job". The obvious inaccuracies and lies in this letter indicate, by the way, that Omes/Schmitt has acted on hearsays rather than on available documents.

One can conclude that there was no reason for the bank to engage a third party to repeat the threat of January 14 2009, which gives reasons to believe that the bank did this in an attempt to threaten and extort us (see "Criminal Complaint X"), motivated (among other things) by a hope of moving us in the "right" direction by letting us being approached by some new counsellors.

According to Omes'/Schmitt's fax of December 2 2009 the bank has not formally entered into any contract with Omes/Schmitt in regards to the unverifiable "debt collecting assignment", neither does there exist any Power of Attorney related to this unverifiable task. Obviously – it goes without saying, really – no one, not even (or rather; especially not) a law firm, is eligible to represent another party without a Power of Attorney or documents alike. Consequently Omes/Schmitt is not legally *representing* the bank which also is indicated by Omes'/Schmitt's statement: "We are legal *counsels* to Danske Bank..." This leads to the conclusion that the bank – yet again – has disclosed information to third parties, protected information confided to the bank, this in violation of:

Law of April 5 1993 on the financial sector, article 41, "Obligation of professional secrecy" which stipulates that:

«All administrators, members of managing and supervisory bodies, directors, employees and other persons in the service of credit institutions, other financial sector professionals, settlement entities, central counterparties, clearing houses and foreign operators of systems authorised in Luxembourg, as referred to in Part I of this Law, shall be required to keep secret any information confided to them in the context of their professional activities. Disclosure of such information shall be punishable by the penalties laid down in Article 458 of the Penal Code.»

The Penal Code, article 458, punishes violations of secrets entrusted to professionals:

"...all other persons that disclose secrets in their custody by virtue of their status or profession, apart from cases where they are called to testify in a court of law or before a parliamentary commission of investigation or otherwise compelled by law to lift their secrecy obligation, will be subject to imprisonment for eight days to six months and a fine of 20.000 to 200.000 francs.

\* \* \*

We would like to add that we are not, and have never been in breach of this MLA; not in July 2008, not in October 2008, not in December 2008, not in January 2009 and not in November 2009, see "Criminal Complaint XI". There are several alternatives (motives) why the Danske Bank has acted as they have in this matter (some are mentioned in previous criminal complaints). Although it is not for us to expose their true motive/-s in *this* criminal complaint, it is though a fact that the value of our real estate is far higher than what was stipulated in 2006, and in this regard it is quite striking that the bank nevertheless refuses to comply with our request to evaluate the real estate in order to update the value of our collaterals. Why would a "renowned" bank act like this?

As the bank has failed to comply with our request of July 21 2008, the bank consequently carries any risks and liabilities when terminating a contract refusing to obtain and assess required information such termination must be based upon (a failure which normally is described as no less than gross negligence). Accordingly the bank is in default, not us.

### **3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

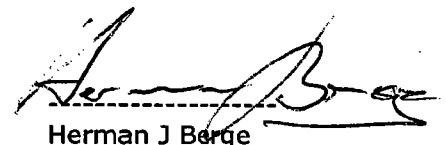
- to investigate the above mentioned actions and prosecute the offenders.
- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Public Prosecutor whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

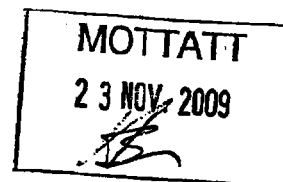
  
Herman J Berge

DATED in Luxembourg this 9<sup>th</sup> day of December 2009; delivered by fax and registered mail to the attention of Mr. Laurent Seck with the Procureur d'etat.

000001

**BONN SCHMITT STEICHEN**  
— AVOCATS —

22-24, RIVES DE CLAUSEN L-2165 LUXEMBOURG BP 522 L-2015 LUXEMBOURG  
Tél: (+352) 45 58 58 FAX: (+352) 45 58 59 E-MAIL: mail@bsslaw.net www.bsslaw.net



Ms Katalin BARANYI  
Mr Herman BERGE

665 route de Neudorf  
L-2220 LUXEMBOURG

*Sent by registered mail with acknowledgement of receipt*

Luxembourg, November 23, 2009

**Re: Your liabilities towards Danske Bank International S.A.**

---

Dear Madam,  
Dear Sir,

We are legal counsels to Danske Bank International S.A. (hereinafter "the Bank"), having its registered office in Luxembourg, 13 rue Edward STEICHEN.

According to the documentation submitted to our review, a joint account was opened in under your names with the Bank in October 2005. On 16 October 2005, you were granted a multipurpose credit line (the "Credit Line") of EUR 1.000.000,00.-, increased to EUR 1.200.000,00.-. The reimbursement of the Credit Line is secured by a pledge over the securities held in the portfolio held with the Bank and a mortgage over your house. In July 2008, the Bank informed you that the value of the pledged securities had dropped and that as a result the security ratios set out in the Credit Line agreement were no longer complied with.

You have been provided with the relevant portfolio reports and been requested on numerous occasions to settle the outstanding amount. On 14 January 2009, the Bank terminated the credit line agreement, and demanded the repayment of the entire debt, including accrued interest. Despite numerous requests from the Bank, you have not made any effort to settle the outstanding amount.

On November 17, 2009, as per the attached portfolio valuation report the amount outstanding under the credit line agreement is EUR 552,557.91.-, with accrued interest of EUR 517.72.-. The securities pledged in favour of the Bank are valued NOK 876,439.02.-. Thus, the account shows a debit balance of around EUR 448,136.57.- (NOK 3,740,636.34.-).

We formally summon you to pay the outstanding amount of EUR 552,557.91.-, with accrued interest by December 15, 2009 to the following account:

Name of Bank: ING (Luxembourg) S.A.  
52, route d'Esch  
L-2965 Luxembourg  
Name of Account: Bonn Schmitt Steichen (compte tiers)  
Swift Code: CELLLULL  
Account No.: IBAN LU23 0141 5340 3840 0000  
Reference: Danske Bank – Baranyi & Berge

Should the outstanding amount not be paid by 15 December 2009, the Bank will enforce the pledge over the securities by appropriation and/or by selling them at the market value at the day of the enforcement, or by any other manner provided for in the pledge agreement or applicable law.

Any amounts outstanding after the enforcement of the pledge will be recovered in court. The Bank formally reserves its right to enforce other securities, such as the mortgage for the repayment of its claims against you.

Yours sincerely,

  
Elisabeth OMES

  
Alex SCHMITT

000002

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Bonn Schmitt Steichen, Avocats  
B.P. 522  
2015 Luxembourg

Luxembourg November 30 2009

Att : Ms. Omes and Mr. Schmitt  
Re : Danske Bank Intl.  
Case # :  
Your reference :  
Our reference :  
Posting by : Mail and fax  
Your fax # : 45 58 59  
Numbers of pages : 1  
Attachment :  
Copy :

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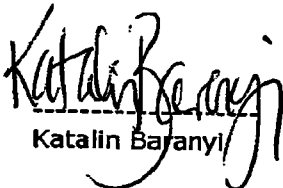
Sir/Ms,

In reference to your letter of November 23 2009 we have noticed that you address yourself as "legal counsels to Danske Bank", i.e. acting as the bank's legal *advisers*.

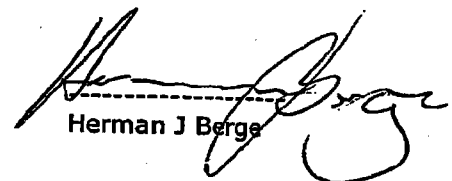
You surely do understand that we can not respond to any of your requests unless you provide us with documents in which your engagement is legitimized.

Considering the nature of this matter as well as its gravity we petition you to provide us with the Power of Attorney which the bank has furnished you with as well as a roster listing the documents and other means of proof the bank has dispatched to you.

We appreciate your soonest response.

  
Katalin Baranyi

Luxembourg November 30 2009

  
Herman J Berge

000003

**BONN SCHMITT STEICHEN**  
AVOCATS

22-24, RIVES DE CLAUSEN L-2165 LUXEMBOURG

TEL: (+352) 45 58 58 FAX: (+352) 45 58 59 E-MAIL: [mail@bsslaw.net](mailto:mail@bsslaw.net) [www.bsblaw.net](http://www.bsblaw.net)**FAX****To**Katalin BARANYI  
Herman BERGE**Company****Fax**

26 43 12 11

**From**Alex SCHMITT  
Elisabeth OMES**Date**

2 December 2009

**Nbr of pages**  
(incl. cover)

1

**Re: Your liabilities towards Danske Bank International S.A.**Dear Madam,  
Dear Sir,

We refer to our registered letter of 23 November 2009 and your fax of 30 November 2009.

Please be advised that under Luxembourg law, the power of attorney referred to in you fax is not required. Also, you are familiar with all of the documents upon which our client bases its claims. Therefore, we strongly urge you to immediately pay the outstanding amount, as detailed in our letter of 23 November 2009, as the matter will be taken to court shortly.

Yours sincerely,

  
Elisabeth OMESAlex SCHMITT  


The information contained in this facsimile message is intended to be delivered only to the named addressee. It may contain confidential information or material that is subject to legal privilege. If you are not the intended recipient, please notify us immediately and destroy all copies of this message.





Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg December 9 2009

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint X  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and registered mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 7  
Attachment : 2 (4 p)  
Copy : CSSF

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## **C R I M I N A L   C O M P L A I N T**

### **1. FORMAL INFORMATION**

**Date of Crime** : December 2 2009.

**Scene of Crime** : Bonn Schmitt Steichen Avocats, 22-24 Rives de Clausen, L-2165 Luxembourg, and Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

**Perpetrator** : Alex Schmitt, lawfirm Scmitt Bonn Steichen (Luxembourg)  
Elisabeth Omes, lawfirm Scmitt Bonn Steichen (Luxembourg)  
Managing Director (DB); Klaus Mønsted Pedersen (Luxembourg)  
Legal Adviser (DB); Ole Stenersen (Luxembourg)  
Wealth Manager (DB); Anne Kaupang Leighton (Steinsel).

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209, 110209 and 091209 (IX) which we advise you to read and assess thoroughly.

As mentioned in the criminal complaint submitted on December 22 2008, the bank informed us in their letters of October 17 2008 and November 3 2008 – as well as in their letter of January 14 2009 – that we were in breach of a Multipurpose Line Agreement (MLA) which sole purpose (according to the MLA itself) was acquisition of real estate (i.e. our house).

We do oppose to the notion that we are part of a legitimate MLA agreement, in this regard please see the criminal complaint I of December 22 2008. For the sake of the argument, let us nevertheless presume that this MLA is valid.

## **2. THE OFFENCE**

On December 2 2009 we received a fax from Elisabeth Omes/Alex Schmitt in which we were threatened to "...pay the outstanding amount..." if we wanted to avoid a lawsuit; "...as the matter will be taken to court shortly." The fax is attached to this document as **Appendix I.**

We are not familiar with Luxembourg criminal law. On the other hand we are familiar with the Nordic criminal law which is based on continental law and makes it a crime to threaten someone with a lawsuit for the purpose of having him/her to pay. Thus we presume that such action is a crime under Luxembourg criminal law as well, and that the public prosecutor consequently will act upon this criminal complaint.

Basically, if you feel that you have a well founded claim and your adversary refuses to pay as he disagree with the claim and its groundings, then your only alternative is to go to court and have your claim assessed by a tribunal. Threatening your adversary with a lawsuit in order to have him to pay for an unsettled matter, is a crime. In short: If you have a case, go to court. If you don't, forget it. But (as it is a crime) you are not allowed to *threaten* with a lawsuit – as Omes/Schmitt did – to have your adversary to pay you.

Since we bought our real estate (our house) in September 2006, the real estate prices in the area has increased substantially, see "Criminal Complaint IX and XI", and so has the value of the collateral.

As described in our criminal complaint IX and XI we are not in breach of the MLA, nor are we by any other means in default. Omes/Schmitt alleges that they have reviewed the documents in this case, thus they are aware of the fact that we have petitioned the bank to evaluate the real estate (collateral), and that the bank has failed to comply with our petition, hence Omes/Schmitt act against better judgment in their fax of December 2 2009 in which they threaten us to pay based on the misleading allegation that we are in breach of a the MLA.

17 months has passed since the bank was petitioned to evaluate our real estate (the collateral), and for 17 months the bank has failed to accept and carry out our legitimate request. Why?

In a letter of January 14 2009 – some 6 months (180 days) after our first petition – the bank answers part of this question stating that our "suggestion" didn't offer "...*immediate improvement of the security ratio.*" The letter is attached to this document as **Appendix II.**

*Immediate improvement?* The bank had had 180 days to value the real estate (which obviously had increased in value since it was acquired), and still the bank talks about "immediate improvement". More than 500 days has passed and the bank has still not accepted to evaluate the real estate. Why? Further on, this statement of January 14 2009 is a blatant lie as it contradicts the banks earlier statement upon the same question expressed in a phone conversation with us on July 21 2008, see "Criminal Complaint XI".

Our request for a valuation of the real estate was also pointed out in our letter to the bank of October 20 2008. So, why did the bank refuse to carry out this simple task?

Instead of considering our legitimate request, the wealth manager, Mrs. Kaupang Leighton, started asking about the court case in Monaco (lodged by Dagny Amelia Olsen

(Riis), a client of the Norwegian branch of this bank) and whether we could *expect* any solution in *that* matter. Although the bank later on allegedly demanded "immediate improvement", the bank was nevertheless open to certain *expectations* it seemed, but not – as we now know – a specific value of our real estate. Why?

The bank was obviously not interested in anything that could stop the bank from carrying out what appears to have been their plan; draining our savings account for as long as possible, then block all accounts and finally throw us out – a plan that was meant to be sealed – it seems – by the threat from Omes/Schmitt and its follow-up.

**3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

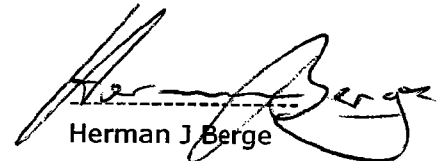
- to investigate the above mentioned actions and prosecute the offenders.
- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Public Prosecutor whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J Berge

DATED in Luxembourg this 9<sup>th</sup> day of December 2009; delivered by fax and registered mail to the attention of Mr. Laurent Seck with the Procureur d'etat.

000001

**BONN SCHMITT STEICHEN**  
AVOCATS

22-24, RIVES DE CLAUSEN L-2165 LUXEMBOURG

TEL: (+352) 45 58 58 FAX: (+352) 45 58 59 E-MAIL: [mail@bslaw.net](mailto:mail@bslaw.net) [www.bslaw.net](http://www.bslaw.net)**FAX****To**Katalin BARANYI  
Herman BERGE**Company****Fax**

26 43 12 11

**From**Alex SCHMITT  
Elisabeth OMES**Date**

2 December 2009

**Nbr of pages**  
(incl. cover)

1

**Re: Your liabilities towards Danske Bank International S.A.**Dear Madam,  
Dear Sir,

We refer to our registered letter of 23 November 2009 and your fax of 30 November 2009.

Please be advised that under Luxembourg law, the power of attorney referred to in your fax is not required. Also, you are familiar with all of the documents upon which our client bases its claims. Therefore, we strongly urge you to immediately pay the outstanding amount, as detailed in our letter of 23 November 2009, as the matter will be taken to court shortly.

Yours sincerely,

  
Elisabeth OMESAlex SCHMITT  


The information contained in this facsimile message is intended to be delivered only to the named addressee. It may contain confidential information or material that is subject to legal privilege. If you are not the intended recipient, please notify us immediately and destroy all copies of this message.

000002

Danske Bank

**RECOMMANDEE**

Ms Katalin Baranyi & Mr Herman Berge  
665, rue de Neudorf  
L - 2220 Luxembourg

Danske Bank International  
13, rue Edward Steichen  
P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 75 1  
Telefax +352 47 30 78

www.danskebank.lu

14 January 2009

Ref. 653147/L&C

Dear Ms Baranyi and Mr Berge,

With this letter we hereby revert to the various comments, questions, and allegations in your letter/telefaxes dated 20 and 24 October 2008, 11 November 2008 and 7 January 2009. We also annex a copy of our letter of 9 January 2009 to the CSSF.

**Your telefax dated 20 October 2008**

**Situation and assets:** We find it hard to believe it was a surprise to you when Mrs. Kaupang Leighton informed you of the status of the portfolio. The bank has regularly sent you portfolio valuation reports and account statements evidencing the development of the portfolio. Nevertheless you write "A brief examination of the paperwork and correspondence shows .....". If there was so much wrong with the information sent to you over the years, you should have noted it and objected long time ago.

**Collaterals:** In July 2008, the bank contacted you because action had to be taken due to the fact that the Actual Security Ratio as defined in the Multipurpose Line Agreement between you and the bank did not comply with the Required Security ratio in same Agreement. Regrettably, the bank could not make use of your suggestion to consider real estate sales prices in your neighbourhood or your Ph.D programme, as neither of the suggestions offered immediate improvement of the security ratio.

**The meeting of September 29, 2008:** We disagree with your allegations that Mrs Kaupang Leighton was ignorant of your portfolio. If Mrs Kaupang Leighton had actually made such a poor performance, we fail to understand why you did not immediately demand a conversation with her superiors. That could easily have been arranged.

According to our records you and Mrs Kaupang Leighton had discussions about the volatile market and the status of your account. Going through the concept of the Multipurpose Line Agreement she explained that portfolio was not in compliance with the terms agreed in the contract. It was therefore decided to sell shares in DAAF Allocation Dynamic. The reason for selling this fund was that its exposure to the stock market, and a sale of this fund would reduce your market risk exposure.

**Your telefax dated 24 October 2008****1. Which contract are we in breach of?**

It is mentioned in the caption of the bank's letter of 17 October 2008, i.e. "Your EUR 1,200,000 Multipurpose Line Agreement dated 16 October 2006 and later Amendment 4 September 2007." This was further elaborated on in the bank's letter of 3 November 2008.

**2. Which are the legal consequences for the bank?**

In the event of continued default under the terms of the Agreement, the bank will proceed with a realisation of collateral and/or termination of the Agreement.

**3. What is the status of the €1.000.000,- that was transferred to the bank to be credited to our name/account in 2003, 2005 and 2006?**

We confirm that the incoming transfers were credited to your account according to the advices sent to you. We note that you have received the advices as they were annexed to your telefax of 11 November 2008. The assets on the accounts have either been invested or transferred out, all as reported in the account statements and advices sent to you since the opening of the account. The development of the portfolio has been communicated in portfolio valuation reports sent to you at least quarterly.

**Your telefaxes dated 11 November 2008**

The security ratios mentioned in the bank's letter of 3 November 2008 can be found in Clause 9 of the aforementioned Multipurpose Line Agreement. They form part of the conditions that you and the bank agreed with respect to your utilisation of the Facility under that Agreement.

The incoming transfers have been accounted for in all the account statements sent you since the opening of the account and in our letter of 9 January 2009 to the CSSF (photocopy of the letter annexed hereto).

It is not in accordance with the facts when you write that "the house was purchased of [your] own funds." You contracted a loan with the bank and mortgaged your house as collateral. The bank has no intention of releasing the mortgage on the property unless the debt is reimbursed in full, including accrued interest.

Your request for a total amount of incoming and outgoing transfers/withdrawals, including Master Card, is provided in our letter to the CSSF.

**Your telefax dated 7 January 2009**

Our response to your previous letters and telefaxes are covered above. So is our response regarding the mortgage.

- We note that you are already in possession of the advices relating to the incoming transfers. Above, we have confirmed that they are correct.
- We annex a portfolio valuation report as at 31 December 2008 as well as photocopies of all accounts statements sent to you since the opening of the account.
- During the periods March/June and August/December 2006, you made/ordered the following debit transactions, Master Card debits excluded:

Date	Narrative	Beneficiary	Currency	Amount
28/04/2006	Transfer out		GBP	-8,927.80
08/05/2006	Transfer out	EU Invest S.A.	NOK	-300,000.00
02/08/2006	Transfer out			-3,082.93
02/08/2006	Transfer out	EU Invest S.A.	EUR	-10,000.00
11/10/2006	Transfer out	Gilles Kintzele	EUR	-565.49
16/10/2006	Cheque	Me Camille Mines	EUR	-100,000.00
	Cheque	Me Camille Mines	EUR	-51,200.00
17/10/2006	Transfer out	Helene B Muller	EUR	-1,040.00
13/11/2006	Transfer out	Remo Special	NOK	-6,430.31
22/11/2006	Transfer out		EUR	-12,040.00
21/12/2006	Transfer out	Jobard, Chemla	EUR	-7,555.00

- The bank did not close your account on 19 December 2008. We refused further debit orders and blocked your Master Cards due to insufficient funds on your account.

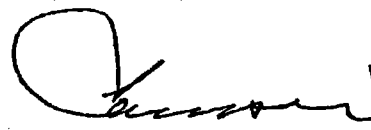
#### Future steps

We now wish to revert to the bank's letters of 17 October and 3 November 2008. Events of Default have occurred according to Clause 15 of the EUR 1,200,000 Multipurpose Line Agreement dated 16 October 2006 as amended.

Since you have failed to provide the bank with additional collateral or reduce the loan as requested, we hereby terminate the Multipurpose Line Agreement dated 16 October 2006 as amended and demand repayment of the entire debt, including accrued interest. If the debt is not paid within 8 (eight) days from today, we shall proceed with realisation of the pledged assets and foreclosure on the mortgage according to its terms.

Yours sincerely,  
Danske Bank International S.A.

  
Klaus Mønsted Pedersen  
Managing Director

  
Ole Stenersen  
Legal Advisor





Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg December 9 2009

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint XI  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and registered mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 10  
Attachment : 3 (7 p)  
Copy : CSSF

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## C R I M I N A L C O M P L A I N T

### 1. FORMAL INFORMATION

**Date of Crime** : July 21 2008 – December 9 2009

**Scene of Crime** : Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

**Perpetrator** : Managing Director; Klaus Mønsted Pedersen (Luxembourg)  
Legal Adviser; Ole Stenersen (Luxembourg)  
Wealth Manager; Anne Kaupang Leighton (Steinsel).

The above named persons are employees of the Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209, 110209 and 091209 (IX and X) which we advise you to read and assess thoroughly.

As mentioned in the criminal complaint submitted on December 22 2008, the bank informed us in their letters of October 17 2008 and November 3 2008 – as well as in their letter of January 14 2009 – that we were in breach of a Multipurpose Line Agreement (MLA) which sole purpose (according to the MLA itself) was acquisition of real estate (i.e. our house).

We do oppose to the allegation that we are part of a legitimate MLA agreement, in this regard please see the criminal complaint I of December 22 2008. For the sake of the argument, let us nevertheless presume that this MLA is valid.

## 2. THE OFFENCE

On July 21 2008 Danske Bank's Mrs. Anne Kaupang Leighton called us, asking us to pay or by any other means level up our collaterals with some €24.000. We requested the bank to value our real estate, as the value obviously had changed considerably in our favour. Mrs. Kaupang Leighton promised to revert shortly with the bank's view on this, complaining though that this (valuation) would take time, would require new documents, the vacation was a problem etc., basically stating that this request was not welcomed in the present somewhat grave situation which she tried to paint for us.

Mrs. Kaupang Leighton came back to us later on that same day, stating that the bank would like to help us (i.e. was open to all suggestions), but the problem was that they could not lift the loan as a consequence of an increased value of the real estate unless we could prove to the bank that we would be able to service the loan.

Firstly this was not a condition when we bought the house and refinanced our living in 2006 with a loan in the bank. Secondly we did not ask the bank to lift the loan. We simply asked the bank to value the real estate in order to update our collateral as we only then would be able to assess whether the value of our collateral would level with the debt. As we didn't have any income besides what our savings would give, Kaupang Leighton and the bank ruled out this possibility to solve the "collateral-problem".

By this statement the bank managed to manipulate us to believe that this situation could only be solved by *increasing* the loan, which at the moment – according to the bank – was not feasible.

On July 21 2008 the value of our real estate was estimated to some €880.000 (compared to €695.000 in 2006) which leads to the inevitable conclusion that we were never in default as our collateral by far levelled the loan. It should be noted that the bank can not be heard if they should find it convenient to claim that the value of the real estate was lower, as the bank for some 17 months has refused to carry out or accept such valuation.

Instead of valuating the real estate, which in turn would have stopped all actions against us, the bank has in its criminal attempt drained and blocked our accounts – for some reason or other, which we will revert to – making sure that we would be locked out from our own savings indefinitely. These actions have been carried out solely on a vague misleading *notion* that our collaterals was worth less than we owe on it. The bank's actions are in violation with our "contract" and are based on no legal grounds. It goes without saying that this situation is and has been intolerable for us and consequently will lead to a substantial claim for damages against the bank.

\* \* \*

On October 17 2008 the bank informed us that we were in breach of the MLA, and that the bank would sell all our securities within 4 days! if we didn't pay. The letter is attached to this document as **Appendix I**.

In our letter to the bank of October 20 2008, which is a response to the letter of October 17 2008, we disagreed with the bank's alleged right to act as stipulated and pointed out that the bank in June/July 2008 had been petitioned to value the real estate (the collateral). The letter is attached to this document as **Appendix II**.

Later on, in a letter to us of January 14 2009, attached to this document as **Appendix III**, the bank stated that they could not make use of our request of valuating our real

estate (the collateral) as this action would not offer "*immediate improvement*". This statement is in contradiction to the reasons the bank stated to us 6 months earlier, thus the bank point blank lied to us and the CSSF. To prove this lie, we petition the public prosecutor to petition the bank to hand out the voice recordings of this date.

As mentioned earlier the bank has acted unprofessionally and totally irresponsible in this matter. According to the Public Prosecutor this is not a backyard firm, thus there must be a reason why the firm nevertheless has acted like one. It is not up to us but rather to the public prosecutor to investigate, reveal motives, and prosecute criminal acts.

Finally we would also like to remind about the fact that forging as well as wilfully withholding and/or concealing evidence, whether it is of an unlawful and/or criminal nature or not, is in itself a crime.

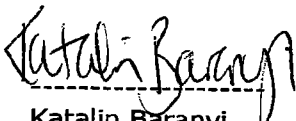
**3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

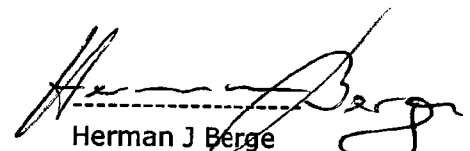
- to investigate the above mentioned actions and prosecute the offenders.
- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Public Prosecutor whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J Berge

DATED in Luxembourg this 9<sup>th</sup> day of December 2009; delivered by fax and registered mail to the attention of Mr. Laurent Seck with the Procureur d'etat.

000001

**Danske Bank**

Mr Herman Berge and Mrs Katalin Baranyi  
665, rue de Neudorf  
L-2220 Luxembourg

Danske Bank International  
13, rue Edward Steichen  
P.O. Box 173  
L-2011 Luxembourg  
WWW.danskebank.lu  
Telephone +352 46 12 751  
Telefax +352 47 30 78  
S.W.I.F.T DABA LU LL  
www.danskebank.lu  
CR3464/DO

17 October 2008

Send by mail and e-mail.

**Your EUR 1,200,000 Multipurpose Line Agreement dated 16 October 2006 and later  
Amendment 4 September 2007.**

Dear Sir and Madam,

We hereby inform you that you are in breach of the agreement mentioned above due to the fact that the Actual Security Ratio (0.73) is higher than the Requested Security Ratio (0.71), as defined in clause 9 B and 15 A.

Your Wealth Manager Anne Leighton has tried to contact you several times during the last week but you have not responded or rectified the situation.

Please note that we will sell all of your securities and together with your cash holdings, reduce your outstanding loan on Tuesday 21 October 2008 at 12.00, if we have not heard from you to find a solution. The only security not being sold is the DLF Balanced Fund, which fund for the time being is closed for trading. The present value of the DLF Balanced Fund is 219,152.37.

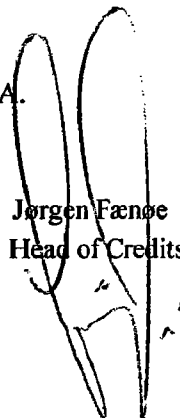
We enclose an account statement as per today and please note that we have covered outstanding EUR 3,163.45 on your two MasterCard from your EUR account no 6531475501 leaving a balance of EUR 219,300.48 to be used for reduction of outstanding loan.

Yours faithfully,  
Danske Bank International S.A.

Anne Leighton  
Wealth Manager



Jørgen Færev  
Head of Credits



000002

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Danske Bank  
P.O. Box 173  
2011 Luxembourg

Luxembourg October 20 2008

Att : To whom it may concerns  
Re : Your distress e-mail of October 17 2008  
Case # :  
Your reference : 6531470801  
Our reference :  
Posting by : Mail and fax  
Your fax # : 47 30 78  
Numbers of pages : 3  
Attachment :  
Copy : Mr. Fredrik Holm; Mrs. Anne Kaupang Leighton; Mr. Joergen  
Faenoe.  
Priority : **Urgent!**

---

Regarding your e-mail of October 20 2008.

First of all we want to express our great surprise on how the bank is treating us as customers and how the bank reacts upon a short delay of response to earlier phone calls.

We have both been busy and abroad, separately, the whole previous week. Anyhow we would have expected a letter from the bank explaining what Mrs. Kaupang Leighton wanted to tell us, in stead of a (e-mail-) notice of default, and a fixed deadline of just a few hours to contact the bank. We find this way of actions highly unprofessional.

#### **Situation and assets**

In the period between 2003 till 2006 we have trusted the bank with some of our assets, approximately € 1 million.

Three weeks ago we attended to a planed meeting with the bank, with Mrs. Anne Kaupang Leighton. At this meeting, on September 29 2008, Mrs. Kaupang Leighton informed us that there was some €350.000,- left of our savings, a quite disturbing message.

Subsequent to the meeting we experienced an alarming feeling that something was really wrong regarding our Investments and the whole situation with the bank.

As a consequence to this meeting we were forced to start investigating what had happened to our money trusted with the bank. A brief examination of the paperwork and correspondence shows; unnatural and inexplicable movements of assets; inaccurate and mixed up bank statements; missing of substantial assets long before the so called financial crisis struck, as well as information that easily could lead to the conclusion that the bank knew about this so called financial crisis quite some time *before* it struck.

### **Collaterals**

This June/July we were asked to level up our account with some €25.000,-. Mrs. Kaupang Leighton was asked to reconsider our collaterals as this has changed in a favourable way: 1). A similar house to ours has been sold in the area for some €880.000,-. We bought this house for some €695.000,- in September 2006. At the same time The Bank's own taxation valued this house to some €750.000,-; a good deal, the bank expressed. 2) I have started my Ph.D. program which will give me a reasonable monthly payment for three years ahead, with numerous opportunities afterwards.

None of this was taken into consideration by the bank. Mrs. Kaupang Leighton instead told us that we are not able to handle/service the loan, and then she started asking about the court case in Monaco and what we could expect regarding solutions. This ended the discussion and we were forced to sell our securities despite the favourable change in regards to our collaterals.

### **The meeting of September 29 2008**

During this meeting we experienced the following non-exhaustive facts concerning our wealth manager, Mrs. Kaupang Leighton:

- She didn't know the amount of our loan.
- She didn't know anything about the terms of the loan.
- She didn't know anything in regards to the given interest rate.
- She didn't know that we were paying the accumulated interest once a year as agreed. On the contrary she stated that since we *didn't* pay any interest on this loan, this would contribute to a bigger gap between security and liabilities and consequently, according to her, we were not servicing our mortgage.
- She concealed the problems that the Lehman Brothers-crisis had caused to our investments.

We were shocked about Mrs. Kaupang Leighton's ignorance regarding our portfolio. Following our repetition of what the bank (she and Mr. Bjørnsen) told us in 2006 about the interest and payment of the interest, Mrs. Kaupang Leighton eventually stated something that it is obvious that there *is* some kind of repayment here.

She explained her ignorance to our investments and liabilities by making an excuse that she had taken over the portfolio from her predecessor Mr. Bjørnsen in May this year, and that this was somehow the reason. Regardless of what Mr. Bjørnsen has done in this case, which now has to be assessed, Mrs. Kaupang Leighton had more than 4 months to prepare for this meeting and in that regard; try to understand our portfolio, our investments and liabilities.

What is obvious here is that Mrs. Kaupang Leighton was not at all prepared for this meeting. She had invited us for a 2-3 hour long meeting and lunch treated by us - according to her she could sit with us the whole day - at the corner meeting room next to the cantina where everybody easily could observe who were sitting inside, with no previous preparation it seems other than the instruction to us; you have to sell something.

On October 17 2008 we got a letter from the Bank dated October 16 2008 stating that the Balanced fund has been suspended from trading. Given the international news release on September 15 2008, where Lehman Brothers filed for bankruptcy protection, it was obvious for the Danske Bank that the Balanced fund would be worthless trading with at the latest at this very day.

After this date, there would be no trading in this fund as this would be considered as a fraudulent action. Mrs. Kaupang Leighton's knowledge about the crisis in Lehman Brothers didn't stop her from giving us, in this meeting, the option considering a sale of

our investments in the Balanced fund. Mrs. Kaupang Leighton advised us though to accept a sell off of stakes in the Dynamic-portfolio instead, as she knew that a sale in the Balanced fund would be both useless, worthless as well as a criminal action at least against a potential buyer.

We want to underline that Mrs. Kaupang Leighton did not mention any problems in regards to the bankruptcy in Lehman Brothers, which she obviously should have, considering the purpose of this meeting.

At the meeting as well as during phone conversations this June/July we mentioned our favourable changed collateral situation. Mrs. Kaupang Leighton didn't care about this tangible collateral, instead she wanted to know about the court cases in Monaco, and whether there existed any foreseeable income from these cases, consequently asking about highly uncertain collaterals while avoiding the presented tangible collaterals.

**In conclusion**

As mentioned the bank's actions, and in particular our experiences from the last meeting, has been both a revelation as well as an eye-opener to us. We have as a consequence asked for professional help to examine the situation and our relationship with the bank starting from June 2003. At the time this examination is duly completed, the findings will be handed over to the bank together with a request for an immediate meeting.

On these grounds we urge the bank to halt any actions whatever mentioned in the letter from the bank of October 20 2008 as well as other damaging actions against us or our properties. Persons partaking in any such actions will together with the bank be held jointly and severally liable.

We find it correct to suggest that the correspondence between us and the bank from now on will be in writing, and that the bank will appoint an accountable person that we can correspond with regarding this case.

We need your fax receipt that this document has been duly received by an accountable person in the bank no later than 0900 of October 21 2008.

Luxembourg October 20 2008

  
Katalin Baranyi

  
Herman J Berge



000003

**Danske Bank**

**RECOMMANDEE**

Ms Katalin Baranyi & Mr Herman Berge  
665, rue de Neudorf  
L - 2220 Luxembourg

Danske Bank International  
13, rue Edward Steichen  
P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 75 1  
Telefax +352 47 30 78

www.danskebank.lu

14 January 2009

Ref. 653147/L&C

Dear Ms Baranyi and Mr Berge,

With this letter we hereby revert to the various comments, questions, and allegations in your letter/telefaxes dated 20 and 24 October 2008, 11 November 2008 and 7 January 2009. We also annex a copy of our letter of 9 January 2009 to the CSSF.

**Your telefax dated 20 October 2008**

**Situation and assets:** We find it hard to believe it was a surprise to you when Mrs. Kaupang Leighton informed you of the status of the portfolio. The bank has regularly sent you portfolio valuation reports and account statements evidencing the development of the portfolio. Nevertheless you write "A brief examination of the paperwork and correspondence shows .....". If there was so much wrong with the information sent to you over the years, you should have noted it and objected long time ago.

**Collaterals:** In July 2008, the bank contacted you because action had to be taken due to the fact that the Actual Security Ratio as defined in the Multipurpose Line Agreement between you and the bank did not comply with the Required Security ratio in same Agreement. Regretfully, the bank could not make use of your suggestion to consider real estate sales prices in your neighbourhood or your Ph.D programme, as neither of the suggestions offered immediate improvement of the security ratio.

**The meeting of September 29, 2008:** We disagree with your allegations that Mrs Kaupang Leighton was ignorant of your portfolio. If Mrs Kaupang Leighton had actually made such a poor performance, we fail to understand why you did not immediately demand a conversation with her superiors. That could easily have been arranged.

According to our records you and Mrs Kaupang Leighton had discussions about the volatile market and the status of your account. Going through the concept of the Multipurpose Line Agreement she explained that portfolio was not in compliance with the terms agreed in the contract. It was therefore decided to sell shares in DAAF Allocation Dynamic. The reason for selling this fund was that its exposure to the stock market, and a sale of this fund would reduce your market risk exposure.

**Your telefax dated 24 October 2008****1. Which contract are we in breach of?**

It is mentioned in the caption of the bank's letter of 17 October 2008, i.e. "Your EUR 1,200,000 Multipurpose Line Agreement dated 16 October 2006 and later Amendment 4 September 2007." This was further elaborated on in the bank's letter of 3 November 2008.

**2. Which are the legal consequences for the bank?**

In the event of continued default under the terms of the Agreement, the bank will proceed with a realisation of collateral and/or termination of the Agreement.

**3. What is the status of the €1.000.000,- that was transferred to the bank to be credited to our name/account in 2003, 2005 and 2006?**

We confirm that the incoming transfers were credited to your account according to the advices sent to you. We note that you have received the advices as they were annexed to your telefax of 11 November 2008. The assets on the accounts have either been invested or transferred out, all as reported in the account statements and advices sent to you since the opening of the account. The development of the portfolio has been communicated in portfolio valuation reports sent to you at least quarterly.

**Your telefaxes dated 11 November 2008**

The security ratios mentioned in the bank's letter of 3 November 2008 can be found in Clause 9 of the aforementioned Multipurpose Line Agreement. They form part of the conditions that you and the bank agreed with respect to your utilisation of the Facility under that Agreement.

The incoming transfers have been accounted for in all the account statements sent you since the opening of the account and in our letter of 9 January 2009 to the CSSF (photocopy of the letter annexed hereto).

It is not in accordance with the facts when you write that "the house was purchased of [your] own funds." You contracted a loan with the bank and mortgaged your house as collateral. The bank has no intention of releasing the mortgage on the property unless the debt is reimbursed in full, including accrued interest.

Your request for a total amount of incoming and outgoing transfers/withdrawals, including Master Card, is provided in our letter to the CSSF.

**Your telefax dated 7 January 2009**

Our response to your previous letters and telefaxes are covered above. So is our response regarding the mortgage.

- We note that you are already in possession of the advices relating to the incoming transfers. Above, we have confirmed that they are correct.
- We annex a portfolio valuation report as at 31 December 2008 as well as photocopies of all accounts statements sent to you since the opening of the account.
- During the periods March/June and August/December 2006, you made/ordered the following debit transactions, Master Card debits excluded:

Date	Narrative	Beneficiary	Currency	Amount
28/04/2006	Transfer out		GBP	-8,927.80
08/05/2006	Transfer out	EU Invest S.A.	NOK	-300,000.00
02/08/2006	Transfer out			-3,082.93
02/08/2006	Transfer out	EU Invest S.A.	EUR	-10,000.00
11/10/2006	Transfer out	Gilles Kintzele	EUR	-565.49
16/10/2006	Cheque	Me Camille Mines	EUR	-100,000.00
	Cheque	Me Camille Mines	EUR	-51,200.00
17/10/2006	Transfer out	Helene B Muller	EUR	-1,040.00
13/11/2006	Transfer out	Remo Special	NOK	-6,430.31
22/11/2006	Transfer out		EUR	-12,040.00
21/12/2006	Transfer out	Jobard, Chemla	EUR	-7,555.00

- The bank did not close your account on 19 December 2008. We refused further debit orders and blocked your Master Cards due to insufficient funds on your account.

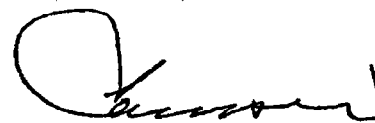
#### Future steps

We now wish to revert to the bank's letters of 17 October and 3 November 2008. Events of Default have occurred according to Clause 15 of the EUR 1,200,000 Multipurpose Line Agreement dated 16 October 2006 as amended.

Since you have failed to provide the bank with additional collateral or reduce the loan as requested, we hereby terminate the Multipurpose Line Agreement dated 16 October 2006 as amended and demand repayment of the entire debt, including accrued interest. If the debt is not paid within 8 (eight) days from today, we shall proceed with realisation of the pledged assets and foreclosure on the mortgage according to its terms.

Yours sincerely,  
Danske Bank International S.A.

  
Klaus Møsted Pedersen  
Managing Director

  
Ole Stenersen  
Legal Advisor

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg December 9 2009

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint XII  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and registered mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 9  
Attachment : 1 (6 p)  
Copy : CSSF

---

## CRIMINAL COMPLAINT

### 1. FORMAL INFORMATION

**Date of Crime** : November 1 2007 – December 9 2009.

**Scene of Crime** : Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

**Perpetrators** : Managing Director; Klaus Mønsted Pedersen (Luxembourg)  
Legal Adviser; Ole Stenersen (Luxembourg)  
Wealth Manager; Anne Kaupang Leighton (Steinsel)

The above named persons are employees of the Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209, 110209 and 091209 (IX, X and XI) which we advise you to read and assess thoroughly.

As mentioned in the criminal complaint submitted on December 22 2008, the bank informed us in their letters of October 17 2008 and November 3 2008 – as well as in their letter of January 14 2009 – that we were in breach of a Multipurpose Line Agreement (MLA) which sole purpose (according to the MLA itself) was acquisition of real estate (i.e. our house).

We do oppose to the notion that we are part of a legitimate MLA agreement, in this regard please see the criminal complaint I of December 22 2008. For the sake of the argument, let us nevertheless presume that this MLA is valid.

## **2. THE OFFENCE**

On November 1 2007 the so called MIFID went into force. Danske Bank failed, prior to this date, to send these documents to us for acceptance, consequently – as we have learned to know later on – the bank was not allowed to execute any transactions with us after this date. At this point we were unaware of MIFID.

On February 1 2008 we contacted the bank in regards to some IBAN information that we needed. A few days later, on February 5 2008, the Wealth Manager Mr. Øyvind Bjørnsen called us. After this conversation Mr. Bjørnsen sent Mr. Berge an e-mail with the Subject: "MIFID", together with some documents related to this subject.

The bank stated in this e-mail that the client – the content of this e-mail was not addressed to any specific subject/person – has to accept the "Best Execution Policy – Financial Instruments" before November 1 2007.

The client was left with three different alternatives on how to accept this document: 1) Explicitly accept on first contact/phone conversation with the account manager; 2) consenting by e-mail to [ExpressConsent@danskebank.lu](mailto:ExpressConsent@danskebank.lu), mentioning name(s) and client reference number; or 3) trading through Danske e-Bank.

As mentioned Mr. Berge got this batch of documents by e-mail on February 5 2008, just an hour or so after talking with Mr. Bjørnsen on the phone.

After this conversation and the mentioned e-mail, we never heard from Mr. Bjørnsen or from any other person with the bank, until we got Mrs. Anne Kaupang Leighton's distress call on May 9 2008 informing us that Mr. Bjørnsen had been sacked.

It is stated in the e-mail from Mr. Bjørnsen that if this document is not accepted through one of the three listed alternatives, the bank is not allowed to execute any securities transactions with us after November 1 2007.

The fact is then that the "Best Execution Policy – Financial Instruments" has never been accepted by us as the bank hasn't reverted to us and requested such acceptance. Consequently the bank has not been authorised to execute any transactions with us since November 1 2007. The bank has nevertheless – and against better judgement – sold most of our assets during this time span, this in violation of the law in question. All transactions that have been executed within this time span are by this lack of authorisation null and void and are to be reverted.

In this regard please find enclosed as **Appendix I** our petition of February 13 2009 to CSSF which explains and verifies our claim.

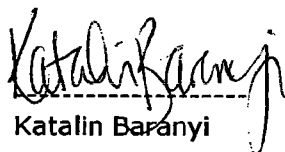
## **3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

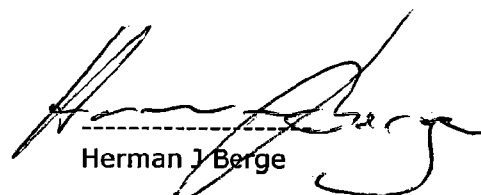
- to investigate the above mentioned actions and prosecute the offenders.
- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Public Prosecutor whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'état in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J. Berge

DATED in Luxembourg this 9<sup>th</sup> day of December 2009; delivered by fax and registered mail to the attention of Mr. Laurent Seck with the Procureur d'état.

000001

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Commission de Surveillance du  
Secteur Financier Luxembourg  
110, route d'Arlon  
L-2991 Luxembourg

Luxembourg February 13 2009

Att : Ms. Natasha Deloge  
Re : Deposits in Danske Bank International S.A., Luxembourg – Legal  
Opinion.  
Case # :  
Your reference : SG.09/247-NDE/MR/LTG 1090  
Our reference : 653147  
Posting by : Mail and fax  
Your fax # : 26 25 1 601  
Numbers of pages : 6  
Attachment : e-mail February 5 2008 from Danske Bank Intl. S.A. to Berge (4 p)  
Copy :  
Priority :

---

Dear Ms. Deloge.

In our letter to the Danske Bank Intl. S.A. of January 19 2009 we petitioned the bank to provide us with the agreements in which the bank alleges that we are in breach of, as well as documents that constitutes our savings account.

In a dispatch from the Danske Bank Intl. S.A. of January 21 2009 the bank provided us with the requested documents, and among these, some unsigned MiFID documents.

On February 1 2008 we contacted the bank in regards to some IBAN information that we needed. A few days later, on February 5 2008, the Wealth Manager Mr. Øyvind Bjørnsen called Mr. Berge. After this conversation Mr. Bjørnsen sent Mr. Berge an e-mail (enclosed here) with the Subject: "MIFID", together with some documents related to this subject.

In this e-mail in which the content was not addressed to any specific subject/person, it is stated that the following documents will be considered approved if the client within the next 30 days failed to notify the bank about any possible objections:

- Best Execution Policy – Financial Instruments
- General Terms & Conditions
- List of Fees
- Risk Disclosure

The e-mail, with these *contractual* documents attached to it, was sent to Mr. Berge's e-mail address, only.

Later on in this same e-mail, it states that the client has to accept the "Best Execution Policy – Financial Instruments" before November 1 2007.

We remind the CSSF that Mr. Berge got this e-mail more than three months *after* November 1 2007.

We were left with three different alternatives on how to accept this document: 1) Explicitly accept on first contact/phone conversation with the account manager; 2) consenting by e-mail to ExpressConsent@danskebank.lu, mentioning name(s) and client reference number; or 3) trading through Danske e-Bank.

As mentioned Mr. Berge got this batch of documents by e-mail on February 5 2008, just an hour or so after talking with Mr. Bjørnsen in the phone.

After this conversation and the mentioned dispatched e-mail, we never heard from Mr. Bjørnsen or from any other person with the bank, until we got Ms. Anne Kaupang Leighton's distress call on May 9 2008 informing us that Mr. Bjørnsen had been sacked.

It is stated in the e-mail from Mr. Bjørnsen that if this document is not accepted through one of the three listed alternatives, the bank is not allowed to execute any securities transactions with us after November 1 2007.

The fact is then that the "Best Execution Policy – Financial Instruments" has never been accepted by us as the bank hasn't reverted to us and requested such acceptance.

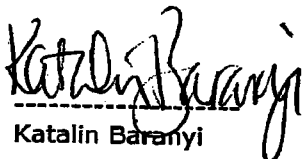
Examining this case and our relationship with the bank has shown us that something has been wrong from day we opened what we thought was a savings account in 2003. In the time span from late 2007 until the market started to collapse in 2008 and onwards, the bank did not contact us once with the intention to inform us about the financial crisis' or any consequences/impact this crisis could have on our savings, or give advice – if needed – on how to react. We had thus no reason to believe that our savings were at risk.

The fact that the bank never came back to us to obtain our acceptance on the above mentioned documents, or for any other reason, shows yet again that the bank has not cared about us or about the wellbeing of our savings. The dialogue the bank in their letter to the CSSF of January 9 2009 alleges have existed between the bank and us, seems to have been wilfully put forward to mislead the CSSF.

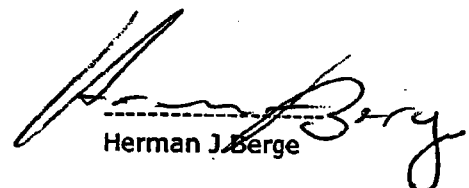
We hereby petition the CSSF to give a legal opinion on all the consequences – for us as well as for the bank – of the fact given; that the above mentioned MiFID documents have not been signed, nor have they in any other way been accepted by us.

We would highly appreciate your soonest response. Thank you.

Sincerely,

  
Katalin Baranyi

Luxembourg February 13 2009

  
Herman J. Berge



**Hovedidentitet**

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**Fra:** "Øyvind Bjørnsen" <oyvind.bjornsen@danskebank.lu>  
**Til:** <herman.berge@libertymedianetworks.co.uk>  
**Sendt:** 5. februar 2008 10:53  
**Legg ved:** Best Execution Policy - Financial Instruments (23331).pdf, Fees (23020).pdf, General Terms & Conditions (23021).pdf, Risk Disclosure (23080).pdf  
**Emne:** MiFID

Dear Client,

**MiFID – a standardised set of rules for securities trading**

On 1 November 2007, the new EU directive "Markets in Financial Instruments Directive (MiFID)" will come into effect. The purpose of the new directive is, through a standardised set of rules for securities trading, to ensure a more transparent and integrated financial market as well as an increased level of client protection.

Consequently, Danske Bank International will be obliged in the future to classify all its clients in one of the following categories: Private (retail) clients, professional clients and eligible counterparties. Based on our records we have classified you as a **private (retail) client**.

Danske Bank International is required to fulfil a differentiated list of duties linked to each client category which, among other things, will include

- Product information
- Collection of client data
- Advisory and order processes.

Furthermore, you will be given the protection appropriate to your categorisation and benefit from:

- Higher quality of trade confirmations, statements and other documents
- Improved transparency in the execution of security trades.

You can read more about the different categorisations and their impacts on our website.

**Updated documents**

We have updated a number of documents to reflect the changes. All relevant documents are enclosed and include:

- Best Execution Policy – Financial Instruments
- General Terms & Conditions
- List of Fees
- Risk Disclosure

Please read the documents carefully. Should you disagree with any of the details you must contact us within 30 days, otherwise the documents will be considered approved.

**Acceptance of the Best Execution Policy**

Due to the new directive, we must have your acceptance of our Best Execution Policy – Financial Instruments before we are allowed to execute any securities transactions with you after 1 November 2007. You can choose any of the following methods:

- Explicitly accept the Best Execution Policy during the first contact/phone conversation with your account manager after 1 November 2007.
- Email your consent to ExpressConsent@danskebank.lu, mentioning your name(s) and

13.02.2009

client reference number(s).

- Also, when trading through Danske eBanking your electronic signature will act as Express Consent.

For more information on MiFID please visit [www.danskebank.lu](http://www.danskebank.lu).

Should you have any questions concerning how MiFID will affect you, please do not hesitate to contact your account manager.

Kind regards

Danske Bank International

Kind regards,  
Øyvind Bjørnsen  
Wealth Manager

Danske Bank International S.A.  
Private Banking  
2, rue du Fossé, P.O. Box 173  
L-2011 Luxembourg  
Phone +352 46 12 75 457  
Fax +352 47 30 78  
Mobile +352 621 49 28 47  
[oyvind.bjornsen@danskebank.lu](mailto:oyvind.bjornsen@danskebank.lu)  
[www.danskebank.lu](http://www.danskebank.lu)

Herman.berge <[herman.berge@libertymedianetworks.co.uk](mailto:herman.berge@libertymedianetworks.co.uk)>

05/02/2008 01:49

Please respond to Herman.berge

To: Øyvind Bjørnsen/YBJ/Intranet/DDB@DKDDBLUX  
cc:

Subject: Re: Konto opplysninger

Hei igjen, Øyvind.

Jo takk, og nå går det jo mot lysere tider igjen.

Du, jeg beklager at jeg ikke rakk den mobilen. Jeg fløy etter den, men den har det med å sende oppringninger til svareren litt vel fort. Bare ring meg når du har anledning og slikt. I morgen har jeg et lite møte her tidlig på formiddagen, men ellers er jeg ledig...og så drar vi muligens på en eller annen liten tur senere i uken. Det er jo vinterferie for sønnen vår, vet du. Vell, vi høres ved.

13.02.2009

herman

----- Original message -----

From: "Øyvind Bjørnsen" <oyvind.bjornsen@danskebank.lu>  
To: "Herman.berge" <herman.berge@libertymedianetworks.co.uk>  
Subject: Re: Konto opplysninger  
Date: 02-04-08 09:39

Hei Herman,

Jeg håper alt står bra til med dere også.

Jeg forsøkte akkurat å ringe deg, uten hell.

Jeg prøver igjen litt senere.

Hei så lenge!

Mvh,  
Øyvind

Øyvind Bjørnsen  
Wealth Manager

Danske Bank International S.A.  
Private Banking  
2, rue du Fossé, P.O. Box 173  
L-2011 Luxembourg  
Phone +352 46 12 75 457  
Fax +352 47 30 78  
Mobile +352 621 49 28 47  
oyvind.bjornsen@danskebank.lu  
www.danskebank.lu

Herman.berge

01/02/2008 17:50

Please respond to Herman.berge

To: Øyvind Bjørnsen/YBJ/intranet/DOB@DKDDBLUX

cc:

Subject: Konto opplysninger

Hei, Øyvind.

Jeg håper alt er vel.

Et enkelt spørsmål: Det ser ikke ut for at alt går så bra som Riis & Co hadde ønsket i Oslo. For det tilfelle at jeg skulle få utbetalinger, hvilket kontonummer kan jeg oppgi for innbetaling? Jeg har et iban nummer, men jeg er ikke sikker på om det er korrekt lenger, så, når du har tid.

Og mht denne nye e-mail adressen, så er jo den ny for deg, så det er vel best at du svarer meg på telefon eller noe, uansett.

Ellers; God Helg!

13.02.2009

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Med vennlig hilsen  
Herman J Berge

Vi gjør oppmerksom på, at denne e-mail kan indeholde fortrolig informasjon. Hvis du ved en feiltagelse modtager e-mailen, beder vi dig venligst informere afsender om fejlen ved at bruge svar-funktionen. Samtidig beder vi dig slette e-mailen i dit system uden at videregende eller kopiere den.

Selv om e-mailen og ethvert vedhæftet bilag efter vores overbevisning er fri for virus og andre fejl, som kan påvirke computeren eller it-systemet, hvori den modtages og læses, åbnes den på modtagerens eget ansvar. Vi påtager os ikke noget ansvar for tab og skade, som er opstået i forbindelse med at modtage og bruge e-mailen.

Please note that this message may contain confidential information. If you have received this message by mistake, please inform the sender of the mistake by sending a reply, then delete the message from your system without making, distributing or retaining any copies of it. Although we believe that the message and any attachments are free from viruses and other errors that might affect the computer or IT system where it is received and read, the recipient opens the message at his or her own risk. We assume no responsibility for any loss or damage arising from the receipt or use of this message.



Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg December 10 2009

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint XIII  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 8  
Attachment : 3 (5 p)  
Copy : CSSF

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## **C R I M I N A L   C O M P L A I N T**

### **1. FORMAL INFORMATION**

**Date of Crime** : January 1 2009 – December 9 2009.

**Scene of Crime** : CSSF, 110, route d'Arlon, L-2991 Luxembourg

**Perpetrators** : Managing Director; Klaus Mønsted Pedersen (Luxembourg)  
Legal Adviser; Ole Stenersen (Luxembourg)  
Wealth Manager; Anne Kaupang Leighton (Steinsel)  
Danièle Berna-Ost (CSSF)  
Jean-Nicolas Schaus (CSSF)

The above named persons – besides the CSSF-staff – are employees of the Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209, 110209 and 091209 (IX, X, XI and XII) which we advise you to read and assess thoroughly.

As mentioned in the criminal complaint submitted on December 22 2008, the bank informed us in their letters of October 17 2008 and November 3 2008 – as well as in their letter of January 14 2009 – that we were in breach of a Multipurpose Line Agreement (MLA) which sole purpose (according to the MLA itself) was acquisition of real estate (i.e. our house).

We do oppose to the notion that we are part of a legitimate MLA agreement, in this regard please see the criminal complaint I of December 22 2008. For the sake of the argument, let us nevertheless presume that this MLA is valid.

## **2. THE OFFENCE**

On March 12 2009 CSSF stated that the:

*"...disputed investments originate from your initiative and were carried out at your express order."* The letter is attached here as **Appendix I**.

Firstly we would like to repeat our reaction on the CSSF's investigative methods:

*"In this regard it is close to unbelievable observing how openly the CSSF have positioned itself as the Bank's protector. Rather than acting as the objective independent controlling body one would expect, CSSF has: arranged secret meetings with the bank; kept the meetings concealed from our knowledge and thus deprived us from our rights to contradict the bank's argument prior to conclusion; concluded solely on the bank's allegations and accordingly to the bank's requests; concluded without confronting us with the banks allegations, etc."* See our letter to CSSF of March 17 2009, attached to this document as **Appendix II**.

As far as we can recall none of the investments in question (e.g. the secret illegal FX-trade mentioned in our Criminal Complaint IV of February 2 2009) originate from our initiative, as the bank and CSSF nevertheless allege. On the contrary it is the bank that has contacted us suggesting all kinds of investments, manipulating us to jump onto their suggestions (e.g. the criminal Madoff-scheme which the bank was involved in but never mentioned to us). To prove this we invite the public prosecutor to listen to all the voice recordings and read the bank's letter to Mr. Berge of August 20 2003, attached to this document as **Appendix III**. As the public prosecutor will have to agree on, it is the bank who has initiated our "investments", not us. Less than six months after the bank had invested our money in 2003, the bank starts to sell these – what we thought was long term and safe investments. We see now that this was part of their "*Skimming-Scheme*"; manipulating a client to buy and sell as often as possible – thus increasing their bonus and profit – without getting caught, a criminal offence we will revert to in a subsequent criminal complaint.

When Danske Bank International's representatives made their statement to the Luxembourg control body (CSSF) in a secret meeting in March? 2009, they were aware that this statement – which is contrary to the facts – could be used in a court of law, as CSSF was when its representatives authored their letter to us of March 12 2009. Consequently Danske Bank International's representatives committed perjury when making their statement to CSSF.

By examining the case-documents, voice recordings and other means of relevant proof, which CSSF has carried out, CSSF knew that the bank and their representatives were lying on this subject, this to protect own interests and to conceal criminal actions. Nevertheless CSSF authored the letter in question and by this action its representatives committed perjury.

We incite the Public Prosecutor to seize all voice recordings of conversations between us and the bank, this in order to clarify the allegation that the investments in question have been initiated by us.

## **3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

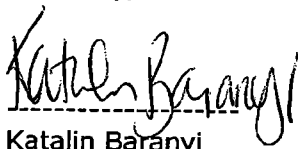
- to investigate the above mentioned actions and prosecute the offenders.

- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

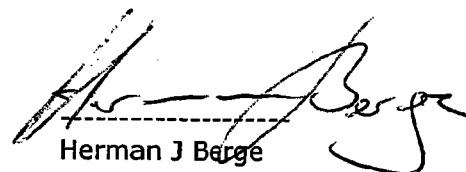
We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Public Prosecutor whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'état in English in accordance with the ECHR.

Sincerely,



Katalin Baranyi



Herman J Berge

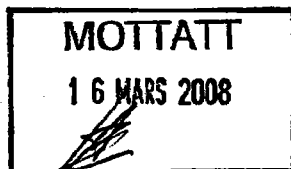
DATED in Luxembourg this 10<sup>th</sup> day of December 2009; delivered by fax and mail to the attention of Mr. Laurent Seck with the Procureur d'état.



000001

COMMISSION de SURVEILLANCE  
du SECTEUR FINANCIER

Luxembourg, 12 March 2009



Ms Katalin Baranyi  
Mr Herman J. Berge  
665, rue de Neudorf  
L-2220 Luxembourg

Our/Reference : SG.09/829-NDE/MR/ LTG 1090  
Your/Reference :  
Dispatch: mail

Contact person : Natasha Deloge  
Direct dialing : (+352) 26 251 - 1

**Re: Your complaints against Danske Bank International SA**

Dear Madam, dear Sir,

We are writing regarding the above mentioned matter. We have been informed by the substitute of the Public Prosecutor that none of your complaints could be qualified as a criminal offence and they can therefore not be prosecuted.

Considering that you are nevertheless maintaining your complaints against Danske Bank to our Commission, we reopened our file. At the occasion of a meeting with the bank we asked the bank to take up a position as regards your allegations.

It appears from the bank's position that you never signed a discretionary management agreement and that the disputed investments originate from your initiative and were carried out at your express order. The bank has documented all the investments and the withdrawals that you performed on your account which is, contrary to your allegations, not a savings account. The statements of account since the opening of the account were sent to you by the bank on 14 January 2009, together with a detailed response to all of your letters and summarise all the performed transactions.

We consider it rather implausible that you are not aware of the different contracts between you and the bank, notably the Multipurpose Line Agreement including Mortgage of 16 October 2006.

The bank further shows that the refusal to execute a transfer and the blocking of your Mastercards, as laid out in its telefax of 19 December 2008, are due to an insufficient amount of cover on your account and not to the closing of the account.

COMMISSION de SURVEILLANCE  
du SECTEUR FINANCIER

On the basis of these explanations and after a further review of your file, we see no reasons justifying any further intervention by the CSSF on basis of article to article 58 of the Law of 5 April 1993 on the financial sector as amended and we hereby close our file.

Yours sincerely

COMMISSION de SURVEILLANCE du SECTEUR FINANCIER



Danièle BERNA-OST  
Secrétaire général



Jean-Nicolas SCHAUS  
Directeur général

000002

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Commission de Surveillance du  
Secteur Financier Luxembourg  
110, route d'Arion  
L-2991 Luxembourg

Luxembourg March 17 2009

Att : Ms. Natasha Deloge  
Re : Deposits in Danske Bank International S.A., Luxembourg  
Case # :  
Your reference : SG.09/247-NDE/MR/LTG 1090  
Our reference : 653147  
Posting by : Registered mail and fax  
Your fax # : 26 25 1 601  
Numbers of pages : 1  
Attachment :  
Copy :

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Referring to your letter of March 12 2009 we are astonished by the lack of responsibility the CSSF demonstrates in its administration of this matter.

In this regard it is close to unbelievable observing how openly the CSSF have positioned itself as the Bank's protector. Rather than acting as the objective independent controlling body one would expect, CSSF has: arranged secret meetings with the bank; kept the meetings concealed from our knowledge and thus deprived us from our rights to contradict the bank's argument prior to conclusion; concluded solely on the bank's allegations and accordingly to the bank's requests; concluded without confronting us with the bank's allegations, etc.

As a consequence the CSSF has disqualified itself from further administration of this matter.

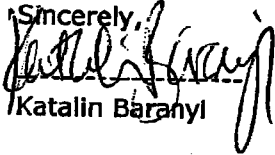
Having said this we petition the CSSF to without further delay forward the case file as well as our previous petitions of 290109 (I and II), 130209, 200209 and 230209 to competent authority (Substitute Authority) for further investigation.

On behalf of the Danske Bank International S.A. the CSSF has brought a new term into the matter, a so called "discretionary management agreement", in which they have based their conclusion on. In this regard we petition the Substitute Authority to clarify what this is as we have never heard of such a term/clause before, neither have such a term/clause been presented to us.

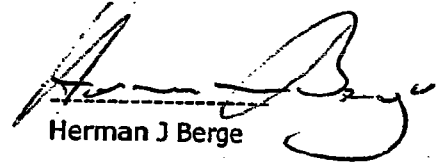
In the letter of March 12 2009, CSSF seems to have settled down with the understanding that a lack of a signed "discretionary management agreement" automatically dissolves the Law of 5 April 1993 on the financial sector, article 41, "Obligation of professional secrecy" and thus The Penal Code, article 458. Is this the opinion of the Substitute Authority as well? If yes: What are the legal grounds for such a legal opinion?

As there has been secret/concealed contact and correspondence between the bank and CSSF, we petition the Substitute Authority to grant us access to the complete file in question.

We look forward to your prompt reply.

Sincerely,  
  
Katalin Baranyi

Luxembourg March 17 2009

  
Herman J Berge

000003

**Danske Bank**

Herman Berge  
Doktor Holmsvei 17D  
N-0787 Oslo

Danske Bank International  
2, rue du Fossé  
P.O. Box 173  
L-2011 Luxembourg  
Telefon +352 46 12 751  
Telefax +352 47 30 78  
S.W.I.F.T. DABA LU LL  
www.danskebank.com/lu

20. august 2003

**Investeringsforslag**

Det glæder mig at sende dig forslag til investering af totalt NOK 4.800.000.

I mit forslag er jeg gået ud fra en investering baseret på en investeringsperiode på over 5 år samt et ønsket om lav risiko. I forslaget har jeg taget højde for, at du ønsker at købe ejendom i Frankrig og dermed får brug for EUR i løbet af de næste 5 år.

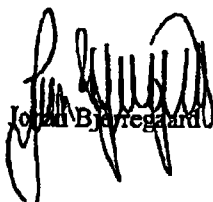
Forslag:	NOK 1.400.000	6.75% Norway 2007	eff.rt.	3.9%
	NOK 1.400.000	5.5% Norway 2009	eff.rt.	4.45%
	DKK 900.000	4,00% RD 2007	eff.rt.	3.9%
	EUR 120.000	4,00% RD 2009	eff.rt.	3.25%

I forslaget er ca.58% fastholdt i norske kroner og 42% fordelt på Euro og danske kroner.

Obligationerne er alle stående lån, dvs. rentetilskrivning én gang om året, og det nominelle beløb bliver udbetalt ved udløb.

Jeg imødeser dine kommentarer.

Med venlig hilsen  
Danske Bank International



Johan Bjørregård

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg December 14 2009

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint XIV  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and registered mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 3  
Attachment :  
Copy : CSSF

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## C R I M I N A L C O M P L A I N T

### 1. FORMAL INFORMATION

**Date of Crime** : July 7 2003 – December 14 2009.

**Scene of Crime** : **Nordea Bank S.A.**, 562, rue de Neudorf, L-2015 Luxembourg  
and/or **Danske Bank International S.A.**, 13, rue Edward  
Steichen, P.O. Box 173, 2011 Luxembourg.

**Perpetrators** : Managing Director; Klaus Mønsted Pedersen (Luxembourg)  
Legal Adviser; Ole Stenersen (Luxembourg)  
Wealth Manager; Anne Kaupang Leighton (Steinsel)  
Managing Director; Jhon Mortensen (Nordea Bank S.A.,  
Luxembourg)

The above named persons – besides Mr. Mortensen – are employees of the Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209, 110209, 091209 (IX, X, XI and XII) and 101209 which we advise you to read and assess thoroughly.

As mentioned in the criminal complaint submitted on December 22 2008, the bank informed us in their letters of October 17 2008 and November 3 2008 – as well as in their letter of January 14 2009 – that we were in breach of a Multipurpose Line Agreement (MLA) which sole purpose (according to the MLA itself) was acquisition of real estate (i.e. our house).

We do oppose to the notion that we are part of a legitimate MLA agreement, in this regard please see the criminal complaint I of December 22 2008. For the sake of the argument, let us nevertheless presume that this MLA is valid.

## **2. THE OFFENCE**

Law of April 5 1993 on the financial sector, article 41, "Obligation of professional secrecy" which stipulates that:

«All administrators, members of managing and supervisory bodies, directors, employees and other persons in the service of credit institutions, other financial sector professionals, settlement entities, central counterparties, clearing houses and foreign operators of systems authorised in Luxembourg, as referred to in Part I of this Law, shall be required to keep secret any information confided to them in the context of their professional activities. Disclosure of such information shall be punishable by the penalties laid down in Article 458 of the Penal Code.»

The Penal Code, article 458, punishes violations of secrets entrusted to professionals:

"...all other persons that disclose secrets in their custody by virtue of their status or profession, apart from cases where they are called to testify in a court of law or before a parliamentary commission of investigation or otherwise compelled by law to lift their secrecy obligation, will be subject to imprisonment for eight days to six months and a fine of 20.000 to 200.000 francs.

By a letter of August 17 2009 Norwegian tax-crime authorities approached Mr. Berge indicating that he has committed crimes in regards to funds transferred to us from a bank account in Nordea Bank S.A. (Luxembourg). The Norwegian tax authorities had been provided with information about 1) the amount transferred; 2) the number of the bank account in which the funds were transferred from; 3) information about the owner of this account; 4) the number of the bank account in which the funds were transferred to, as well as 5) information about the owner of the latter account.

Even though it is far beside the point of this particular matter, you can rest assure that the funds in question were earned and transferred in compliance with agreements. No crime has been committed on our hand in regards to the Norwegian tax authorities either.

As far as we can understand there are only two possible alternatives in regards to how this information, protected by the Luxembourg Secrecy Act, has come into the hands of Norwegian authorities:

1. Nordea Bank S.A. has informed the Norwegian tax-crime authorities thus violating the above mentioned law, or
2. Danske Bank International S.A. has informed the Norwegian tax-crime authorities thus violating the above mentioned law.

None of the banks in question have contacted us about the "Norwegian approach" in Luxembourg, neither have they informed us about their leaking of protected information to Norwegian authorities.

No matter how this protected information has ended up in Norway, we are nevertheless facing a grave violation of the above mentioned laws, and thus a violation against our protected rights.

In the light of 14 criminal complaints submitted by us, and how the CSSF and the Public Prosecutor has reacted upon these complaints, there are no reasons to conclude otherwise than that the state of Luxembourg does not provide any bank secrecy and secondly, that the clients of the banks located in Luxembourg in reality are not protected by any law in regards to their rights.

As a consequence of an obvious malfunctional control body (CSSF), consistently and effortlessly protecting the banks' interests (see previous criminal complaints), the State itself is liable to any loss incurred by this malfunction.

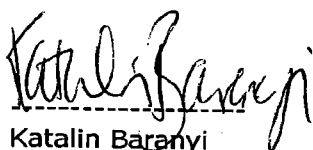
**3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

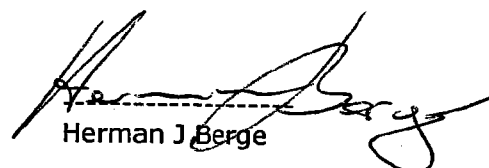
- to investigate the above mentioned actions and prosecute the offenders.
- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Public Prosecutor whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J Berge

DATED in Luxembourg this 14<sup>th</sup> day of December 2009; delivered by fax and mail to the attention of Mr. Laurent Seck with the Procureur d'etat.



Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Danske Bank International S.A.  
P.O. Box 173  
2011 Luxembourg

Luxembourg December 14 2009

**Att** : President/chairman Mr. Klaus Moensted Pedersen  
**Re** : Regarding our savings account 653147  
**Case #** :  
**Your reference** :  
**Our reference** :  
**Posting by** : Registered mail and fax  
**Your fax #** : 47 30 78  
**Numbers of pages** : 2  
**Attachment** :  
**Copy** : CSSF; Procureur d'Etat (Public Prosecutor)

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President,

As you will learn from the content of the submitted criminal complaints against you and the bank (I to XIV), Danske Bank is in default:

The bank has committed numerous violations on the Secrecy Act; Committed Embezzlement and misuse of our savings in illegal FX-trade; demonstrated immorality and lack of confidence and loyalty; committed fraud; wilfully misleading us in regards to contracts, investments, transactions, and bank statements; committed perjury; leading CSSF to commit perjury; with criminal attempt creating a situation which in turn was meant to lead to a default on our end; concealing documents, voice recordings and other information which would bring light to this matter; committed extortion; leading third party to commit extortion; committed "skimming"; probably leaking protected personal information, confided to the bank, to Norwegian tax-crime authorities (or being accessory to such act); violating the MIFID regulations and In this regard carrying out transactions in violation of the MIFID regulations, etc.

The bank's actions, referred to in our criminal complaints, have caused substantial economic loss on our hand, which we demand to be compensated by the bank. In the meantime, and before we have reached a solution on this matter, we petition you to make – from our own funds, and without further due – some €15.000 available for us, and transfer this amount to the following account in our names:

BGL BNP Paribas  
50, av. J.F. Kennedy  
L-2951 Luxembourg

**IBAN #** : LU10 0030 2791 8250 0000

**BIC Code** : BGLLLULL

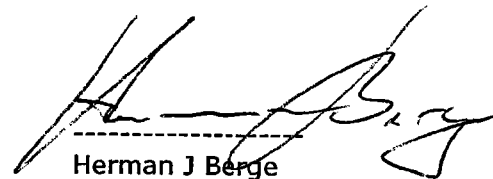
In regards to your legal advisers with Bonn Schmitt Steichen (BSS), we urge you to halt any such actions mentioned in BSS's letter of November 23 2009, as such actions will be taken as hostile in addition of being a criminal offence. Make notice that the assets which are left with the bank are our assets, not the bank's.

In addition we urge you to stop all communication (written and oral) with this law firm until it has been duly clarified whether this firm is representing our adversaries or in any other manner acts on behalf of, or appears as advisers of, or in any other manner is connected with our adversaries or their henchmen in this or in any other legal matters we are involved in.

We appreciate your prompt response.

  
Katalin Baranyi

Luxembourg December 14 2009

  
Herman J Berge



Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg January 15 2010

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint XV  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and registered mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 3  
Attachment :  
Copy : CSSF

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## C R I M I N A L C O M P L A I N T

### 1. FORMAL INFORMATION

**Date of Crime** : July 7 2003 – January 15 2010.

**Scene of Crime** : Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

**Perpetrators** : Managing Director; Klaus Mønsted Pedersen (Luxembourg)  
Legal Adviser; Ole Stenersen (Luxembourg)  
Wealth Manager; Anne Kaupang Leighton (Steinsel)

The above named persons are employees of the Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209, 110209, 091209 (IX, X, XI and XII), 101209 and 141209, which we advise you to read and assess thoroughly.

As mentioned in the criminal complaint submitted on December 22 2008, the bank informed us in their letters of October 17 2008 and November 3 2008 – as well as in their letter of January 14 2009 – that we were in breach of a Multipurpose Line Agreement (MLA) which sole purpose (according to the MLA itself) was acquisition of real estate (i.e. our house).

We do oppose to the notion that we are part of a legitimate MLA agreement, in this regard please see the criminal complaint I of December 22 2008. For the sake of the argument, let us nevertheless presume that this MLA is valid.

## **2. THE OFFENCE**

Law of April 5 1993 on the financial sector, article 41, "Obligation of professional secrecy" which stipulates that:

«All administrators, members of managing and supervisory bodies, directors, employees and other persons in the service of credit institutions, other financial sector professionals, settlement entities, central counterparties, clearing houses and foreign operators of systems authorised in Luxembourg, as referred to in Part I of this Law, shall be required to keep secret any information confided to them in the context of their professional activities. Disclosure of such information shall be punishable by the penalties laid down in Article 458 of the Penal Code.»

The Penal Code, article 458, punishes violations of secrets entrusted to professionals:

"...all other persons that disclose secrets in their custody by virtue of their status or profession, apart from cases where they are called to testify in a court of law or before a parliamentary commission of investigation or otherwise compelled by law to lift their secrecy obligation, will be subject to imprisonment for eight days to six months and a fine of 20.000 to 200.000 francs.

During a phone conversation<sup>1</sup> between us and the bank on August 31 2007, the bank revealed that it is actually Danske Bank AS, Copenhagen, Denmark, who assesses Danske Bank International S.A.'s clients and their financial status, and who has the final say prior to any agreements between the bank in Luxembourg and its clients. In violation with Law of April 5 1993 on the financial sector, article 41, "Obligation of professional secrecy", client-information is on a continuous and illegal basis transmitted out of Luxembourg and in to Danish territory for assessment.

Danske Bank AS, Copenhagen, is not subject to Luxembourg Secrecy Act or to any other Luxembourg financial or civil regulations. Information originating from Danske Bank International S.A. in Luxembourg can thus freely be used for any purpose outside Luxembourg. These facts make Danske Bank International S.A. actually a *branch* of Danske Bank AS rather than an independent limited company governed by Luxembourg law.

In the light of 15 criminal complaints submitted by us (four of them directly involving violation on the bank secrecy), and how the CSSF and the Public Prosecutor has reacted upon these complaints, there are no reasons to conclude otherwise than that the state of Luxembourg does not provide any bank secrecy and secondly, that the clients of the banks located in Luxembourg in reality are not protected by any law in regards to their rights.

As a consequence of an obvious malfunctional control body (CSSF), consistently and effortlessly protecting the banks' interests (see previous criminal complaints), the State itself is liable to any loss incurred by this malfunction.

## **3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

- to investigate the above mentioned actions and prosecute the offenders.

---

<sup>1</sup> Danske Bank International S.A. has refused to hand out this recorded conversation and is thus liable for concealing and withholding documents intended for use in a court of law. Withholding such documentation – hence protecting and concealing a continuous criminal activity – is regarded as a criminal offence.

- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

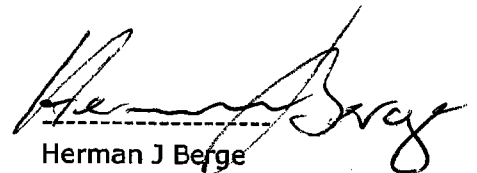
We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Public Prosecutor whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,



Katalin Baranyi



Herman J Berge

DATED in Luxembourg this 15<sup>th</sup> day of January 2010; delivered by fax and mail to the attention of Mr. Laurent Seck with the Procureur d'etat.



Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg January 15 2010

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint XVI  
Case # :  
Your reference :  
Our reference :  
Posting by : Fax and registered mail  
Your fax # : +352 26 20 25 29  
Numbers of pages : 4  
Attachment : 1 (1 p)  
Copy : CSSF; Danske Bank International S.A.

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## C R I M I N A L C O M P L A I N T

### 1. FORMAL INFORMATION

**Date of Crime** : December 10 2009.

**Scene of Crime** : Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

**Perpetrators** : Managing Director; Klaus Mønsted Pedersen (Luxembourg)  
Legal Adviser; Ole Stenersen (Luxembourg)  
Wealth Manager; Anne Kaupang Leighton (Steinsel)

The above named persons are employees of the Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209, 110209, 091209 (IX, X, XI and XII), 101209, 141209 and 150110 (XV), which we advise you to read and assess thoroughly.

As mentioned in the criminal complaint submitted on December 22 2008, the bank informed us in their letters of October 17 2008 and November 3 2008 – as well as in their letter of January 14 2009 – that we were in breach of a Multipurpose Line Agreement (MLA) which sole purpose (according to the MLA itself) was acquisition of real estate (i.e. our house).



We do oppose to the notion that we are part of a legitimate MLA agreement, in this regard please see the criminal complaint I of December 22 2008. For the sake of the argument, let us nevertheless presume that this MLA is valid.

## **2. THE OFFENCE**

On December 10 2009 the bank sold securities (SG Ocean Fund Equities / Japan Target II AC JPY) worth some JPY 3.025.397. Please find enclosed the bank's letter of December 15 2009 as **Appendix I** to this criminal complaint, proving the sale.

In the letter the bank states that this act was executed on our order. It was not. The bank was thus wilfully lying which in any normal and just jurisdiction is a criminal offence.

As mentioned in **criminal complaint #12** we have never signed nor have we agreed upon the so called MIFID documents. Furthermore the bank has consistently ignored the fact that these documents were never signed nor agreed upon. Consequently the bank has *not* been eligible/qualified to trade with any of our securities since at the latest November 1 2007. Wilfully violating the MIFID regulation is a criminal offence.

We do remind the public prosecutor that there has never been any reason for the bank to start selling our securities and/or seizing our cash, as the value of our securities has by far exceeded the level set out by the bank. In this regard we ask the public prosecutor to pay attention to the fact that we in a phone conversation with the bank on July 21 2008<sup>1</sup> informed the bank that our estate had increased substantially in value (at that point it was valued to some €880.000 while we paid some €695.000 for it) consequently increasing the value of our security with some €111.000. We asked the bank to take this into consideration when assessing our securities.

Nevertheless the bank refused to value our security (the estate) and on October 17 2008 the bank – by gross negligence – informed us that we were in default, while the fact is that the bank defaulted.

Whether the bank – by its actions since the summer of 2008 – is attempting to cover up for a self-induced blunder or a bigger systemised criminal activity, is beside the point at this stage. The prosecutor is only to investigate and assess whether the bank actually assessed and valued **all** our securities prior to the notice of default on October 17 2008, or not. If the bank failed to carry out this, the bank's subsequent actions is part of a crime causing a substantial economic loss at our hands. The public prosecutor has been furnished with all necessary documentation to conclude – with us – that the bank failed and thus defaulted on October 17 2008, at the latest.

The seizing of our cash as well as the sale of our securities is regarded as gross embezzlement and is thus a criminal offence.

The statement, that we ordered the sale of the securities in question, is a lie carried out in order to embezzle our savings, and is thus a criminal offence.

In the light of 15 criminal complaints submitted by us (five of them directly involving violation on the bank secrecy), and how the CSSF and the Public Prosecutor has reacted upon these complaints, there are no reasons to conclude otherwise than that the state of Luxembourg does not provide any bank secrecy and secondly, that the clients of the banks located in Luxembourg in reality are not protected by any law. On the contrary it seems that both the public prosecutor – which states that there are more than 40.000

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<sup>1</sup> Danske Bank International S.A. has refused to hand out this recorded conversation and is thus liable for concealing and withholding documents intended for use in a court of law. Withholding such documentation – hence protecting and concealing a continuous criminal activity – is regarded as a criminal offence.

criminal complaints filed against the banks in Luxembourg, advising all these clients to seek legal assistance with one of Luxembourg's law firms (instead of investigating the alleged crimes), still not a single one of these complaints seems to have reached the public eye – as well as the CSSF, by their actions or lack of such, protect criminal activities the banks seems to be involved in instead of investigating such activities.

As a consequence of obvious malfunctional control bodies (CSSF and the public prosecutor), consistently and effortlessly protecting the banks' interests (see previous criminal complaints), the State itself is liable to any loss incurred by this malfunction.

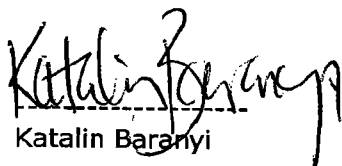
**3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

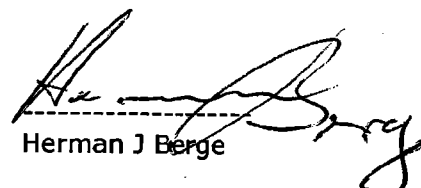
- to investigate the above mentioned actions and prosecute the offenders.
- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Public Prosecutor whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J Berge

DATED in Luxembourg this 15<sup>th</sup> day of January 2010; delivered by fax and mail to the attention of Mr. Laurent Seck with the Procureur d'etat.

App. # 1.

4673 15A06000071

**Danske Bank**

International Private Banking

HERMAN BERGE & KATALIN BARANYI  
665, RUE DE NEUDORF  
L-2220 LUXEMBOURG

Danske Bank International  
13, rue Edward Steichen  
P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 751  
Telefax +352 47 30 78  
www.danskebank.lu

15 December 2009

ISIN LU0227368684  
Account 6531471202  
Custody 3007764316

**Your sale of 'SG Ocean Fund Equities/Japan Target II AC JPY'**

Deal reference	091214-134434		
Trade date	10 December 2009	Settlement date	15 December 2009
Quantity	634.4858		
Unit Price	4,768.2667	Market value	JPY 3,025,397.00
Settlement amount		JPY	3,025,397.00

We have completed your market order at 13:24 with the bank as venue and counterpart.

Aggregated trading cost amount to total of: JPY 0.00.

The securities will be withdrawn from your custody account, and the amount will be credited to your account on 15 December 2009. Our payment of the settlement amount is subject to our being given unconditional ownership of the securities on 15 December 2009.

The trade has been executed without the Bank having prepared a personal recommendation for you.

Our General Terms and Conditions apply to this statement. In case of discrepancies, please contact the Bank's Legal & Compliance Department. It is the responsibility of the Account Holder to comply with any reporting regulations, unless otherwise regulated.

Danske Bank International S.A., Société Anonyme,  
R.C.S. Luxembourg B 14.101, Aut. 24859

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg January 19 2010

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint XVII  
Case # :  
Your reference :  
Our reference :  
Posting by : Mail and fax  
Your fax # : +352 26 20 25 29  
Numbers of pages : 4  
Attachment : 1 (1 p)  
Copy : CSSF

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## **C R I M I N A L   C O M P L A I N T**

### **1. FORMAL INFORMATION**

**Date of Crime** : December 18 2009.

**Scene of Crime** : Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

**Perpetrators** : Managing Director; Klaus Mønsted Pedersen (Luxembourg)  
Legal Adviser; Ole Stenersen (Luxembourg)  
Wealth Manager; Anne Kaupang Leighton (Steinsel)

The above named persons are employees of the Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209, 110209, 091209 (IX, X, XI and XII), 101209, 141209 and 150110 (XV and XVI), which we advise you to read and assess thoroughly.

As mentioned in the criminal complaint submitted on December 22 2008, the bank informed us in their letters of October 17 2008 and November 3 2008 – as well as in their letter of January 14 2009 – that we were in breach of a Multipurpose Line Agreement (MLA) which sole purpose (according to the MLA itself) was acquisition of real estate (i.e. our house).

Firstly, documents presented to the public prosecutor in this matter proves that we have never been in breach of the MLA as alleged by the bank.

Secondly we do oppose to the notion that we are part of a lawfully established MLA agreement, in this regard please see the criminal complaint I of December 22 2008. For the sake of the argument, let us nevertheless presume that this MLA is valid.

## **2. THE OFFENCE**

On December 18 2009 the bank sold securities (Danske Invest Leverage Balanced Fund - A) worth some € 11.119. Please find enclosed the bank's letter of December 18 2009 as **Appendix I** to this criminal complaint, proving the sale.

In the letter the bank states that it has:

*"...received and transmitted your order..."*

We have not ordered the bank to sell anything. Such document, or other proof of authorisation for this sale, does not exist. The bank is thus wilfully lying in this letter – making it look like the bank was authorised to act and trade as they did – which is a criminal offence as well as a violation of Directive 2004/39/EC, article 19. Such actions are, according to the EU Commission's *Call for Evidence on Directive 1997/9/EC*, not as unusual as one would think:

*"The financial crisis is affecting not only banking activities but also the provision of investment services in financial instruments both by investment firms and credit institutions. Moreover, malpractice and fraud is likely to happen in turbulent situations. In addition, in recent years the Commission services have received information from investors about cases where delinquencies were committed and investors perceived that the schemes regulated by the Directive did not work efficiently."*

As mentioned in criminal complaint XII we have never signed nor have we agreed upon the so called MIFID documents.<sup>1</sup> Furthermore the bank has consistently ignored the fact that these documents were never signed nor agreed upon. Consequently the bank has *not* been eligible/qualified to trade with any of our securities since at the latest November 1 2007. Nevertheless the bank has traded with our savings as if its banking activity was in compliance with the MIFID regulation and directive. Inducing a fake default, producing false statements and documents, and on these false grounds seizing our savings and – in its actions – wilfully violating the MIFID regulation is regarded as criminal offences.

It seems that someone in the bank, at one point and for some reason or other, has decided to "take over" our savings and in this picture they decided to construct a default situation in order to "justify" the seize of our cash and, later on, a sell-off of our securities. As mentioned in criminal complaint XVI, the value of our securities has by far, and at any time, exceeded the security level set out by the bank, hence the bank is aware of the fact that we have never been in default. Withholding and concealing documents and voice recordings proving this fact, is regarded as a criminal offence.

Whether the bank – by its actions since the summer of 2008, or earlier – is attempting to cover up for a self-induced blunder or a bigger systemised criminal activity, is beside the point at this stage. The prosecutor is only to investigate and assess whether we have authorised the bank to sell securities. If the prosecutor can't find any documentation origination from us authorising the bank to sell our assets, the sale is a crime and is hence to be prosecuted.

The public prosecutor has been furnished with all necessary information and documentation to conclude – with us – that the bank was not authorised by us to sell

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<sup>1</sup> However, this situation doesn't exempt the bank from complying with the MIFID regulations and directives.

securities (as alleged), and furthermore that the bank is concealing documents and other means of information which will prove criminal activity.

The seizing of our cash as well as the sale of our securities is regarded as gross embezzlement and is thus a criminal offence. The statement, that we ordered the sale of the securities in question, is a lie carried out in order to embezzle our savings, and is thus a criminal offence.

In the light of 16 criminal complaints submitted by us (five of them directly involving violations on the bank secrecy), and how the CSSF and the Public Prosecutor has responded to these complaints, there are no reasons to conclude otherwise than that the state of Luxembourg does not provide any bank secrecy, secondly that the clients of the banks located in Luxembourg in reality are not protected by any law, and finally that Luxembourg continuously seems to be violating the MIFID regulations and directives. On the contrary it seems that both the public prosecutor – who, despite the fact that (according to the public prosecutor office) more than 40.000 criminal complaints has been filed against the banks in Luxembourg, advises all these clients to seek legal assistance with one of Luxembourg's law firms instead of investigating the alleged crimes<sup>2</sup> – as well as the CSSF, by their actions or lack of such, protect criminal activities the banks seems to be involved in, instead of investigating such activities. In the light of a statement in a report from FIN-USE of April 2009,<sup>3</sup> it seems safe to conclude that this is a realistic description of the situation in regards to the protection of the consumer:

*"...like the MIFID Regulation, that has acted as a mere protector shield for the financial industry, failing in its real target and purpose, which is to give a robust and real protections for consumers"*

As a consequence of obvious malfunctional control bodies (CSSF and the public prosecutor), consistently and effortlessly protecting the banks' interests (see previous criminal complaints), the State itself is liable to any loss incurred by this malfunction.

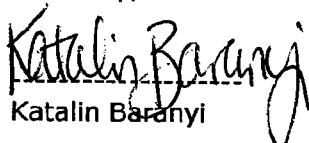
### **3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

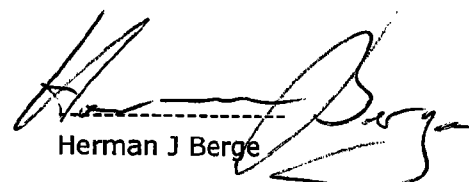
- to investigate the above mentioned actions and prosecute the offenders.
- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Public Prosecutor whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J Berge

DATED in Luxembourg this 19<sup>th</sup> day of January 2010; delivered by fax and mail to the attention of Mr. Laurent Seck with the Procureur d'etat.

<sup>2</sup> Still not a single one of these complaints seems to have reached the public eye

<sup>3</sup> FIN-USE response to Call for Evidence on Directive 1997/9/EC on Investor-Compensation Schemes

App. # 1.

4673

**Danske Bank**

International Private Banking

HERMAN BERGE & KATALIN BARANYI  
665, RUE DE NEUDORF  
L-2220 LUXEMBOURG

Danske Bank International  
13, rue Edward Steichen  
P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 751  
Telefax +352 47 30 78  
www.danskebank.lu

18 December 2009

ISIN GB00BOXNF882  
Account 6531475501  
Custody 3007764316

**Your redemption of 'Danske Invest Leveraged Balanced Fund - A'**

Deal reference	091218-162594		
Trade date	18 December 2009	Settlement date	23 December 2009
Quantity	50.8959		
Unit Price	218.480	Market value	EUR 11,119.74
Settlement amount			EUR 11,119.74

The Bank has received and transmitted your order to the Fund Management Company. The Fund Management Company has settled your order in accordance with the Fund regulations.

Aggregated trading cost amount to total of: EUR 0.00.

The securities will be withdrawn from your custody account, and the amount will be credited to your account on 23 December 2009. Our payment of the settlement amount is subject to our being given unconditional ownership of the securities on 23 December 2009.

Our General Terms and Conditions apply to this statement. In case of discrepancies, please contact the Bank's Legal & Compliance Department. It is the responsibility of the Account Holder to comply with any reporting regulations, unless otherwise regulated.

Danske Bank International S.A., Société Anonyme,  
R.C.S. Luxembourg B 14.101, Aut. 24859

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg January 20 2010

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint XVIII  
Case # :  
Your reference :  
Our reference :  
Posting by : Mail and fax  
Your fax # : +352 26 20 25 29  
Numbers of pages : 4  
Attachment : 1 (1 p)  
Copy : CSSF

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## C R I M I N A L C O M P L A I N T

### 1. FORMAL INFORMATION

**Date of Crime** : December 18 2009.

**Scene of Crime** : Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

**Perpetrators** : Managing Director; Klaus Mønsted Pedersen (Luxembourg)  
Legal Adviser; Ole Stenersen (Luxembourg)  
Wealth Manager; Anne Kaupang Leighton (Steinsel)

The above named persons are employees of the Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209, 110209, 091209 (IX, X, XI and XII), 101209, 141209, 150110 (XV and XVI) and 190110 which we advise you to read and assess thoroughly.

As mentioned in the criminal complaint submitted on December 22 2008, the bank informed us in their letters of October 17 2008 and November 3 2008 – as well as in their letter of January 14 2009 – that we were in breach of a Multipurpose Line Agreement (MLA) which sole purpose (according to the MLA itself) was acquisition of real estate (i.e. our house).

Firstly, documents presented to the public prosecutor in this matter proves that we have never been in breach of the MLA as alleged by the bank.



Secondly we do oppose to the notion that we are part of a lawfully established MLA agreement, in this regard please see the criminal complaint I of December 22 2008. For the sake of the argument, let us nevertheless presume that this MLA is valid.

## 2. THE OFFENCE

On December 18 2009 the bank sold securities (**Skagen Global**) for some NOK 134.407,-. Please find enclosed the bank's letter of December 22 2009 as **Appendix I** to this criminal complaint, proving the sale.

In the letter the bank states that it has:

*"...completed your market order..."*

We have not ordered the bank to sell anything. Such document, or other proof of authorisation for this sale, does not exist. The bank is thus wilfully lying in this letter – making it look like the bank was authorised to act and trade as they did – which is a criminal offence as well as a violation of Directive 2004/39/EC, article 19. Such actions are, according to the EU Commission's *Call for Evidence on Directive 1997/9/EC*, not as unusual as one would think:

*"The financial crisis is affecting not only banking activities but also the provision of investment services in financial instruments both by investment firms and credit institutions. Moreover, malpractice and fraud is likely to happen in turbulent situations. In addition, in recent years the Commission services have received information from investors about cases where delinquencies were committed and investors perceived that the schemes regulated by the Directive did not work efficiently."*

As mentioned in criminal complaint XII we have never signed nor have we agreed upon the so called MIFID documents.<sup>1</sup> Furthermore the bank has consistently ignored the fact that these documents were never signed nor agreed upon. Consequently the bank has *not* been eligible/qualified to trade with any of our securities since at the latest November 1 2007. Nevertheless the bank has traded with our savings as if its banking activity was in compliance with the MIFID regulation and directive. Inducing a fake default, producing false statements and documents, and on these false grounds seizing our savings and – in its actions – wilfully violating the MIFID regulation is regarded as criminal offences.

It seems that someone in the bank, at one point and for some reason or other, has decided to "take over" our savings and in this picture they decided to construct a default situation in order to "justify" the seize of our cash and, later on, a sell-off of our securities. As mentioned in criminal complaint XVI, the value of our securities has by far, and at any time, exceeded the security level set out by the bank, hence the bank is aware of the fact that we have never been in default. Withholding, concealing and destroying documents and voice recordings proving this fact, is regarded as a criminal offence.

Whether the bank – by its actions since the summer of 2008, or earlier – is attempting to cover up for a self-induced blunder or a bigger systemised criminal activity, is beside the point at this stage. The prosecutor is only to investigate and assess whether we have authorised the bank to sell the securities in question. If the prosecutor can't find any documentation origination from us, authorising the bank to sell our assets, the sale is a crime and is hence to be prosecuted.

The public prosecutor has been furnished with all necessary information and documentation to conclude – with us – that the bank was not authorised by us to sell

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<sup>1</sup> However, this situation doesn't exempt the bank from complying with the MIFID regulations and directives.

securities (as alleged), and furthermore that the bank is concealing documents and other means of information which will prove criminal activity. The seizing of our cash as well as the sale of our securities is regarded as gross embezzlement and is thus a criminal offence. The statement, that we ordered the sale of the securities in question, is a lie carried out in order to embezzle our savings, and is thus a criminal offence.

In the light of 17 criminal complaints submitted by us (five of them directly involving violations on the bank secrecy), and how the CSSF and the Public Prosecutor has responded to these complaints, there are no reasons to conclude otherwise than that the state of Luxembourg does not provide any bank secrecy, secondly that the clients of the banks located in Luxembourg in reality are not protected by any law, and finally that Luxembourg continuously seems to be violating the MIFID regulations and directives. On the contrary it seems that both the public prosecutor – who, despite the fact that (according to the public prosecutor office) more than 40.000 criminal complaints has been filed against the banks in Luxembourg, advises all these clients to seek legal assistance with one of Luxembourg's law firms instead of investigating the alleged crimes<sup>2</sup> – as well as the CSSF, by their actions or lack of such, protect criminal activities the banks seems to be involved in, instead of investigating such activities. In the light of a statement in a report from FIN-USE of April 2009,<sup>3</sup> it seems safe to conclude that this is a realistic description of the situation in regards to the protection of the consumers in Luxembourg:

*"...like the MIFID Regulation, that has acted as a mere protector shield for the financial industry, failing in its real target and purpose, which is to give a robust and real protections for consumers"*

As a consequence of obvious malfunctional control bodies (CSSF and the public prosecutor), consistently and effortlessly protecting the banks' interests (see previous criminal complaints), the State itself is liable to any loss incurred by this malfunction.

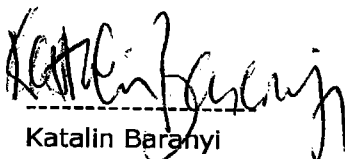
### **3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

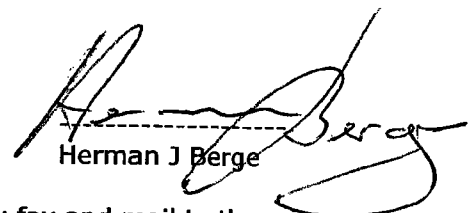
- to investigate the above mentioned actions and prosecute the offenders.
- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Public Prosecutor whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J Berge

DATED in Luxembourg this 20<sup>th</sup> day of January 2010; delivered by fax and mail to the attention of Mr. Laurent Seck with the Procureur d'etat.

<sup>2</sup> Still not a single one of these complaints seems to have reached the public eye

<sup>3</sup> FIN-USE response to Call for Evidence on Directive 1997/9/EC on Investor-Compensation Schemes

App. # 1.

4673 22A05000087

**Danske Bank**

International Private Banking

HERMAN BERGE & KATALIN BARÁNYI  
665, RUE DE NEUDORF  
L-2220 LUXEMBOURG

Danske Bank International  
13, rue Edward Steichen  
P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 751  
Telefax +352 47 30 78  
www.danskebank.lu

22 December 2009

SIN N00008004009  
Account 6531470802  
Custody 3007764316

**Your sale of 'SKAGEN Global (Norge)'**

Deal reference	091221-143364		
Trade date	18 December 2009	Settlement date	21 December 2009
Quantity	197.1453		
Unit Price	686.8411	Market value	NOK 135,407.49
		Aggregated trading cost	NOK 1,354.07
Settlement amount		NOK	134,053.42

We have completed your market order at 12:56 with the bank as venue and counterpart. Deviant value date has been taken into consideration in the unit price.12:56

Aggregated trading cost amount to total of: Brokerage NOK 1,354.07.

The securities will be withdrawn from your custody account, and the amount will be credited to your account on 21 December 2009. Our payment of the settlement amount is subject to our being given unconditional ownership of the securities on 21 December 2009.

Our General Terms and Conditions apply to this statement. In case of discrepancies, please contact the Bank's Legal & Compliance Department. It is the responsibility of the Account Holder to comply with any reporting regulations, unless otherwise regulated.

Danske Bank International S.A. Société Anonyme,  
R.C.S. Luxembourg B 14.101, Aut. 24859

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg January 27 2010

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint XIX  
Case # :  
Your reference :  
Our reference :  
Posting by : Mail and fax  
Your fax # : +352 26 20 25 29  
Numbers of pages : 4  
Attachment : 1 (1 p)  
Copy : CSSF

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## C R I M I N A L C O M P L A I N T

### 1. FORMAL INFORMATION

**Date of Crime** : December 18 2009.

**Scene of Crime** : Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

**Perpetrators** : Managing Director; Klaus Mønsted Pedersen (Luxembourg)  
Legal Adviser; Ole Stenersen (Luxembourg)  
Wealth Manager; Anne Kaupang Leighton (Steinsel)

The above named persons are employees of the Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209, 110209, 091209 (IX, X, XI and XII), 101209, 141209, 150110 (XV and XVI), 190110 and 200110 which we advise you to read and assess thoroughly.

As mentioned in the criminal complaint submitted on December 22 2008, the bank informed us in their letters of October 17 2008 and November 3 2008 – as well as in their letter of January 14 2009 – that we were in breach of a Multipurpose Line Agreement (MLA) which sole purpose (according to the MLA itself) was acquisition of real estate (i.e. house loan).

Firstly, documents presented to the public prosecutor in this matter proves that we have never been in breach of the MLA as alleged by the bank.

Secondly we do oppose to the notion that we are part of a lawfully established MLA agreement, in this regard please see the criminal complaint I of December 22 2008.

Furthermore these documents prove that Danske Bank International S.A. never was authorised for this "financial activity" in Norway. Hence all contracts are null and void, but for the sake of the argument, let us nevertheless presume that this MLA is valid.

## 2. THE OFFENCE

On December 18 2009 the bank sold securities (**Skagen Kon-tiki**) for some NOK 164.357,-. Please find enclosed the bank's letter of December 22 2009 as **Appendix I** to this criminal complaint, proving the illicit sale.

In the letter the bank states that it has: "...completed your market order..."

We have not ordered the bank to sell anything. Such document, or other proof of authorisation for this sale, does not exist. The bank is thus wilfully lying in this letter – making it look like the bank was authorised to act and trade as they did – which is a criminal offence as well as a violation of Directive 2004/39/EC, article 19. Such actions are, according to the EU Commission's *Call for Evidence on Directive 1997/9/EC*, not as unusual as one would think:

*"The financial crisis is affecting not only banking activities but also the provision of investment services in financial instruments both by investment firms and credit institutions. Moreover, malpractice and fraud is likely to happen in turbulent situations. In addition, in recent years the Commission services have received information from investors about cases where delinquencies were committed and investors perceived that the schemes regulated by the Directive did not work efficiently."*

As mentioned in criminal complaint XII we have never signed nor have we agreed upon the so called MIFID documents.<sup>1</sup> Furthermore the bank has consistently ignored the fact that these documents were never signed nor agreed upon. Consequently the bank has *not* been eligible/qualified to trade with any of our securities since at the latest November 1 2007. Nevertheless the bank has traded with our savings as if its banking activity was in compliance with the MIFID regulation and directive. Inducing a fake default, producing false statements and documents, and on these false grounds seizing our savings and – in its actions – wilfully violating the MIFID regulation is regarded as criminal offences.

It seems that someone in the bank, at one point and for some reason or other, has decided to "take over" our savings and in this picture they decided to construct a default situation in order to "justify" the seize of our cash and, later on, a sell-off of our securities. As mentioned in criminal complaint XVI, the value of our securities has by far, and at any time, exceeded the security level set out by the bank, hence the bank is aware of the fact that we have never been in default. Withholding, concealing and destroying documents and voice recordings proving this fact, is regarded as a criminal offence.

Whether the bank – by its actions since the summer of 2008, or earlier – is attempting to cover up for a self-induced blunder or a bigger systemised criminal activity, is beside the point at this stage. The prosecutor is only to investigate and assess whether we have authorised the bank to sell the securities in question. If the prosecutor can't find any documentation origination from us, authorising the bank to sell our assets, the sale is a crime and is hence to be prosecuted.

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<sup>1</sup> However, this situation doesn't exempt the bank from complying with the MIFID regulations and directives.

The public prosecutor has been furnished with all necessary information and documentation to conclude – with us – that the bank was not authorised by us to sell securities (as alleged), and furthermore that the bank is concealing documents and other means of information which will prove criminal activity. The seizing of our cash as well as the sale of our securities is regarded as gross embezzlement and is thus a criminal offence. The statement, that we ordered the sale of the securities in question, is a lie carried out in order to embezzle our savings, and is thus a criminal offence.

In the light of 18 criminal complaints submitted by us (five of them directly involving violations on the bank secrecy), and how the CSSF and the Public Prosecutor has responded to these complaints, there are no reasons to conclude otherwise than that the state of Luxembourg does not provide any bank secrecy, secondly that the clients of the banks located in Luxembourg in reality are not protected by any law, and finally that Luxembourg continuously seems to be violating MIFID regulations and directives. On the contrary it seems that both the public prosecutor – who, despite the fact that (according to the public prosecutor office) more than 40.000 criminal complaints has been filed against the banks in Luxembourg, advises all these clients to seek legal assistance with one of Luxembourg's law firms instead of investigating the alleged crimes<sup>2</sup> – as well as the CSSF, by their actions or lack of such, protect criminal activities the banks seems to be involved in, instead of investigating such activities. In the light of a statement in a report from FIN-USE of April 2009,<sup>3</sup> it seems safe to conclude that this is a realistic description of the situation in regards to the protection of investors in Luxembourg:

*"...like the MIFID Regulation, that has acted as a mere protector shield for the financial industry, failing in its real target and purpose, which is to give a robust and real protections for consumers"*

As a consequence of obvious malfunctional control bodies (CSSF and the public prosecutor), consistently and effortlessly protecting the banks' interests (see previous criminal complaints), the State itself is liable to any loss incurred by this malfunction.

### **3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

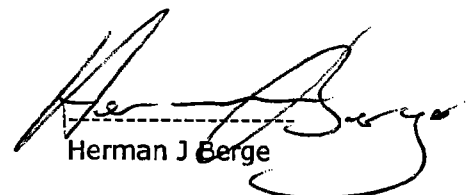
- to investigate the above mentioned actions and prosecute the offenders.
- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Public Prosecutor whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'état in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J Berge

DATED in Luxembourg this 27<sup>th</sup> day of January 2010; delivered by fax and mail to the attention of Mr. Laurent Seck with the Procureur d'état.

<sup>2</sup> Still not a single one of these complaints seems to have reached the public eye

<sup>3</sup> FIN-USE response to Call for Evidence on Directive 1997/9/EC on Investor-Compensation Schemes

App. # 1.

4873

**Danske Bank**

International Private Banking

HERMAN BERGE & KATALIN BARANYI  
665, RUE DE NEUDORF  
L-2220 LUXEMBOURG

Danske Bank International  
13, rue Edward Steichen  
P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 751  
Telefax +352 47 30 78  
www.danskebank.lu

22 December 2009

ISIN N00010140502  
Account 6531470802  
Custody 3007764316

**Your sale of 'SKAGEN Kon-Tiki (Norge)'**

Deal reference	091221-146554		
Trade date	18 December 2009	Settlement date	21 December 2009
Quantity	358.2308		
Unit Price	458.8033	Market value	NOK 164,357.47
		Aggregated trading cost	NOK 1,643.57
Settlement amount		NOK	162,713.90

We have completed your market order at 13:10 with the bank as venue and counterpart. Deviant value date has been taken into consideration in the unit price. 13:10

Aggregated trading cost amount to total of: Brokerage NOK 1,643.57.

The securities will be withdrawn from your custody account, and the amount will be credited to your account on 21 December 2009. Our payment of the settlement amount is subject to our being given unconditional ownership of the securities on 21 December 2009.

Our General Terms and Conditions apply to this statement. In case of discrepancies, please contact the Bank's Legal & Compliance Department. It is the responsibility of the Account Holder to comply with any reporting regulations, unless otherwise regulated.

Danske Bank International S.A., Société Anonyme,  
R.C.S. Luxembourg B 14.101, Aut. 24859

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg March 24 2010

Att : Mr. Laurent Seck  
Re : Danske Bank S.A. – Criminal Complaint XIX  
Case # :  
Your reference :  
Our reference :  
Posting by : Mail and fax  
Your fax # : +352 26 20 25 29  
Numbers of pages : 4  
Attachment : 1 (1 p)  
Copy : CSSF; OLAF

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## CRIMINAL COMPLAINT

### 1. FORMAL INFORMATION

**Date of Crime** : March 18 2010.

**Scene of Crime** : Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

**Perpetrators** : Managing Director; Klaus Mønsted Pedersen (Luxembourg)  
Legal Adviser; Ole Stenersen (Luxembourg)  
Wealth Manager; Anne Kaupang Leighton (Steinsel)

The above named persons are employees of the Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209, 110209, 091209 (IX, X, XI and XII), 101209, 141209, 150110 (XV and XVI), 190110, 200110 and 270110 which we advise you to read and assess thoroughly.

As mentioned in the criminal complaint submitted on December 22 2008, the bank informed us in their letters of October 17 2008 and November 3 2008 – as well as in their letter of January 14 2009 – that we were in breach of a Multipurpose Line Agreement (MLA) which sole purpose (according to the MLA itself) was acquisition of real estate (i.e. house loan).

Firstly, documents presented to the public prosecutor in this matter proves that we have never been in breach of the MLA as alleged by the bank.



Secondly we do oppose to the notion that we are part of a lawfully established MLA agreement, in this regard please see the criminal complaint I of December 22 2008.

Furthermore these documents prove that Danske Bank International S.A. never was authorised for this "financial activity" in Norway. Hence all contracts are null and void, but for the sake of the argument, let us nevertheless presume that this MLA is valid.

## 2. THE OFFENCE

On March 18 2010 the bank sold securities (SG Ocean Fund Equities / Japan Target II AC JPY) worth some JPY 3.025.397. Please find enclosed the bank's letter of March 22 2010 as **Appendix I** to this criminal complaint, proving the illicit sale.

In the letter the bank states that it has: "...completed your market order..."

We have not ordered the bank to sell anything. Such document, or other proof of authorisation for this sale, does not exist. The bank is thus wilfully lying in this letter – making it look like the bank was authorised to act and trade as they did – which is a criminal offence as well as a violation of Directive 2004/39/EC, article 19. Such actions are, according to the EU Commission's *Call for Evidence on Directive 1997/9/EC*, not as unusual as one would think:

*"The financial crisis is affecting not only banking activities but also the provision of investment services in financial instruments both by investment firms and credit institutions. Moreover, malpractice and fraud is likely to happen in turbulent situations. In addition, in recent years the Commission services have received information from investors about cases where delinquencies were committed and investors perceived that the schemes regulated by the Directive did not work efficiently."*

As mentioned in criminal complaint XII we have never signed nor have we agreed upon the so called MIFID documents.<sup>1</sup> Furthermore the bank has consistently ignored the fact that these documents were never signed nor agreed upon. Consequently the bank has *not* been eligible/qualified to trade with any of our securities since at the latest November 1 2007. Nevertheless the bank has traded with our savings as if its banking activity was in compliance with the MIFID regulation and directive. Inducing a fake default, producing false statements and documents, and on these false grounds seizing our savings and – in its actions – wilfully violating the MIFID regulation is regarded as criminal offences.

It seems that someone in the bank, at one point and for some reason or other, has decided to "take over" our savings and in this picture they decided to construct a default situation in order to "justify" the seize of our cash and, later on, a sell-off of our securities. As mentioned in criminal complaint XVI, the value of our securities has by far, and at any time, exceeded the security level set out by the bank, hence the bank is aware of the fact that we have never been in default. Withholding, concealing and destroying documents and voice recordings proving this fact, is regarded as a criminal offence.

Whether the bank – by its actions since the summer of 2008, or earlier – is attempting to cover up for a self-induced blunder or a bigger systemised criminal activity, is beside the point at this stage. The prosecutor is only to investigate and assess whether we have authorised the bank to sell the securities in question. If the prosecutor can't find any documentation origination from us, authorising the bank to sell our assets, the sale is a crime and is hence to be prosecuted.

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<sup>1</sup> However, this situation doesn't exempt the bank from complying with the MIFID regulations and directives.

The public prosecutor has been furnished with all necessary information and documentation to conclude – with us – that the bank was not authorised by us to sell securities (as alleged), and furthermore that the bank is concealing documents and other means of information which will prove criminal activity. The seizing of our cash as well as the sale of our securities is regarded as gross embezzlement and is thus a criminal offence. The statement, that we ordered the sale of the securities in question, is a lie carried out in order to embezzle our savings, and is thus a criminal offence.

In the light of 19 criminal complaints submitted by us (five of them directly involving violations on the bank secrecy), and how the CSSF and the Public Prosecutor has responded to these complaints, there are no reasons to **conclude** otherwise than that the state of Luxembourg does not provide any bank secrecy. Secondly, that the clients of the banks located in Luxembourg in reality are not protected by any law, and finally that the Government of Luxembourg is accepting (*en masse*) criminal activity within the financial industry as well as its violations of the MIFID regulations and other relevant EU regulations and directives. In stead of protecting us it has become clear that both the public prosecutor as well as the CSSF, by their actions or lack of such, are protecting criminal activities in which the banks are involved in (as well as the offenders), *instead of* investigating such activities. In the light of a statement in a report from FIN-USE of April 2009,<sup>2</sup> it seems safe to conclude that the following statement is a realistic description of the situation in regards to the protection of investors in Luxembourg:

*"...like the MIFID Regulation, that has acted as a mere protector shield for the financial industry, failing in its real target and purpose, which is to give a robust and real protections for consumers"*

As a consequence of obvious malfunctional control bodies (CSSF and the public prosecutor), consistently and effortlessly protecting the banks' interests (see previous criminal complaints), the State itself is liable to any loss incurred by this malfunction.

### **3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):**

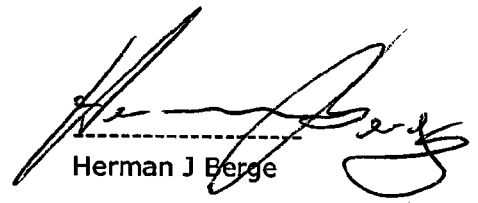
- to investigate the above mentioned actions and prosecute the offenders.
- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Public Prosecutor whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J Berge

DATED in Luxembourg this 24<sup>th</sup> day of March 2010; delivered by fax and mail to the attention of Mr. Laurent Seck with the Procureur d'etat.

<sup>2</sup> FIN-USE response to Call for Evidence on Directive 1997/9/EC on Investor-Compensation Schemes

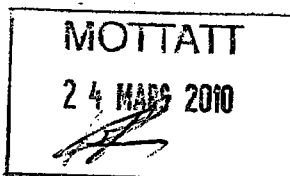
4673 22A05000048

**Danske Bank**

International Private Banking

HERMAN BERGE & KATALIN BARANYI  
665, RUE DE NEUDORF  
L-2220 LUXEMBOURG

Danske Bank International  
13, rue Edward Steichen  
P.O. Box 173  
L-2011 Luxembourg  
Telephone +352 46 12 751  
Telefax +352 47 30 78  
www.danskebank.lu



22 March 2010

ISIN LU0227368684  
Account 6531471203  
Custody 3007764316

**Your sale of 'SG Ocean Fund Equities/Japan Target II AC JPY'**

Deal reference	100322-057444		
Trade date	18 March 2010	Settlement date	24 March 2010
Quantity	240.5142		
Unit Price	4,883.8256	Market value	JPY 1,174,629.00
Settlement amount		JPY	1,174,629.00

We have completed your market order at 09:59 with the bank as venue and counterpart. Deviant value date has been taken into consideration in the unit price.09:59

Aggregated trading cost amount to total of: JPY 0.00.

The securities will be withdrawn from your custody account, and the amount will be credited to your account on 24 March 2010. Our payment of the settlement amount is subject to our being given unconditional ownership of the securities on 24 March 2010.

The trade has been executed without the Bank having prepared a personal recommendation for you.

Our General Terms and Conditions apply to this statement. In case of discrepancies, please contact the Bank's Legal & Compliance Department. It is the responsibility of the Account Holder to comply with any reporting regulations, unless otherwise regulated.

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Procureur Général d'Etat (Attorney General)  
Palais de Justice  
P.O. Box 15  
L-2010 LUXEMBOURG

Luxembourg September 8 2010

Att : The Director General of Public Prosecution / Attorney General  
Re : Danske Bank S.A. – Criminal Complaints I to XX  
Case # :  
Your reference :  
Our reference :  
Posting by : Mail and fax  
Your fax # : +352 47 05 50  
Numbers of pages : 19  
Attachment : 1 (13 p)  
Copy : EU Institutions

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## C R I M I N A L C O M P L A I N T

### 1. FORMAL INFORMATION

**Date of Crime** : 26.12.2008 – 08.09.2010.

**Scene of Crime** : Public Prosecutor's office – Palais de Justice.

**Perpetrator** : Public Prosecutor; Mr. Laurent Seck

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209, 110209, 091209 (IX, X, XI and XII), 101209, 141209, 150110 (XV and XVI), 190110, 200110, 270110 and 240310 which we advise you to read and assess thoroughly.

### 2. THE OFFENCE

The offence includes the lack of action and/or concealment and/or protection of crimes in regards to the following filed violations:

**Criminal complaint I** : Unlawful FX trade, Embezzlement, Fraud

**Proof** : Documents and voice recordings.

**Criminal complaint II** : Violation I of the Secrecy Act.

**Proof** : Documents and voice recordings.

**Criminal complaint III** : Bank staff suggesting and encouraging us to commit fraud. Bank staff admitting to have committed fraud. Danske Bank deceived us by not informing us about their staff's reluctance to act lawfully. This crime strongly indicates how the bank and its staff will react if we do not discover their errors or criminal actions carried out against us. They will keep it concealed.

Proof : Voice recordings.

**Criminal complaint IV** : Unlawful FX trade, concealing internal profit from client's savings.

Proof : Documents.

**Criminal complaint V** : Perjury – Misleading and deception of CSSF in order to conceal facts about transactions. CSSF reopened the case for the third time on July 16 2010 on the grounds that we had provided CSSF with new information/documents. As all the documents and other information we have provided CSSF with originates from the bank, the bank has consequently concealed this information from the investigators.

Proof : Documents.

**Criminal complaint VI** : Perjury – Misleading and deception of CSSF in order to conceal facts about bank statements (the Balanced Fund). As mentioned above CSSF reopened the case for the third time on July 16 2010 on the grounds that we had provided CSSF with new information/documents. As all the documents and other information we have provided CSSF with originates from the bank, the bank has consequently concealed this information from the investigators.

Proof : Documents.

**Criminal complaint VII** : Attempted fraud. Misleading and deceiving us to believe that we could sell off the Balanced fund which at the time (end of September 2008) was ceased from trading and later on turned out to be a part of the Bernie Madoff-Scheme.

Proof : Voice recordings.

**Criminal complaint VIII** : Violation II of the Secrecy Act.

Proof : Voice recordings.

**Criminal complaint IX** : Violation III of the Secrecy Act.

Proof : Documents.

**Criminal complaint X** : Bonn Schmitt Steichen - Criminal threats (extortion).

Proof : Documents.

**Criminal complaint XI** : Fraud – Misleading us to believe that we were in default and thus fabricating a default.

Proof : Documents and voice recordings.

**Criminal complaint XII** : Violation of the MIFID regulations.

Proof : Documents.

**Criminal complaint XIII** : Perjury – Misleading and deception of CSSF in order to conceal facts about who initiated the investments. See criminal complaints V and VI above.

Proof : Documents.

**Criminal complaint XIV** : Violation IV of the Secrecy Act.

Proof : Documents.

**Criminal complaint XV** : Violation V of the Secrecy Act.

Proof : Voice recordings.

**Criminal complaint XVI** : Embezzlement I. Unlawful administration of our bank account. The bank knew that we were not in default as the bank was in possession of the valuation of our property. This expert valuation – which the bank itself had ordered two years prior to the so called default – proves that our assets by far exceeded our "debt", and was thus kept concealed from us.

Proof : Documents.

**Criminal complaint XVII** : Embezzlement II. Unlawful administration of our bank account. See criminal complaint XVI.

Proof : Documents.

**Criminal complaint XVIII**: Embezzlement III. Unlawful administration of our bank account. See criminal complaint XVI.

Proof : Documents.

**Criminal complaint XIX** : Embezzlement IV. Unlawful administration of our bank account. See criminal complaint XVI.

Proof : Documents.

**Criminal complaint XX** : Embezzlement V. Unlawful administration of our bank account. See criminal complaint XVI.

Proof : Documents.

Based on various evidence as letters, bank statements, voice recordings, actions or lack of such, all this subsumed under the relevant law, we have found that the bank has:

- Committed numerous violations on the Secrecy Act.
- Committed embezzlement and exploited our savings in illegal FX-trade.
- Wilfully misled us in regards to contracts, investments, transactions and bank statements, and in this regard wilfully violated EU-law as well as Norwegian law on financial activity, thus committing fraud.
- Committed perjury.

- Led CSSF to commit perjury.
- Committed extortion.
- Led third party (law firm of Bonn Scmitt Steichen) to commit extortion.
- Created a situation which in turn was meant to lead to a default on our end, hence by unlawful means opening the doors for the bank to cash in what was left of our savings.
- Concealed documents, voice recordings and other information (which would have shed light to this matter) in an attempt to avoid investigation and legal sanctions against the bank and its staff.
- Leaked protected personal information (confided to the bank) to third parties (or being accessory to such act).
- Violated the MIFID regulations and in this regard executed transactions in violation of the MIFID regulations.
- Committed churning.
- Committing illegal cross-border activities due to a lack of mandatory authorisation.
- Violated international and Norwegian regulations.

Our conclusion is not meant to be exhaustive. In this regard we refer to the criminal complaints I to XX (filed to the public prosecutor) as well as to our letter of January 26 2010 to the Minister of Justice and the Minister of Finance, the latter attached to this document as **appendix # 1**.

As far as we know the activity that we have reacted upon is assessed as criminal actions in Norway and Luxembourg. Our criminal complaints have been filed together with conclusive evidences. Nevertheless Mr. Seck has consistently refused to investigate the complaints. Largely Mr. Seck has ignored our criminal complaints, now and then stating that these complaints do not constitute any new elements to the matter, hence obstructing any investigative attempts on a case clearly containing serious financial crimes.

In the light of 20 criminal complaints (submitted by us) – and how the Public Prosecutor has responded to these complaints – there are no reasons to conclude otherwise than that the clients of the banks located in Luxembourg in reality are not protected by any law. Secondly; that the state of Luxembourg does not provide any bank secrecy, and finally that the Government of Luxembourg is accepting and protecting (*en masse*) criminal activity within the financial industry as well as its violations of the MIFID regulations and other relevant EU regulations and directives. In stead of protecting us it has become clear that the public prosecutor, by its actions or lack of such, are protecting criminal activities in which the banks are involved in (as well as the offenders), *instead of* investigating such activities. In the light of a statement in a report from FIN-USE of April 2009,<sup>1</sup> it seems safe to conclude that the following statement is a realistic description of the situation in regards to the protection of investors in Luxembourg:

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<sup>1</sup> FIN-USE response to Call for Evidence on Directive 1997/9/EC on Investor-Compensation Schemes

*"...like the MIFID Regulation, that has acted as a mere protector shield for the financial industry, failing in its real target and purpose, which is to give a robust and real protections for consumers"*

Centre for European Policy Studies' (CEPS) report on "TYING AND OTHER POTENTIALLY UNFAIR COMMERCIAL PRACTICES IN THE RETAIL FINANCIAL SERVICE SECTOR" submitted to the European Commission on November 24 2009 confirms our assertions. The report states that:

*"However, one Member State (Luxembourg) does not provide even the most basic grounds for dealing with tying and bundling, and faces enforcement actions by the Commission for failure to transpose the relevant acquis."*

Furthermore the study states that:

*"In Luxembourg no legal provision exists, which could address tying and other potentially unfair business practices in the retail financial services sector."*

Hence Luxembourg is the only country left in Europe allowing tying and bundling, unsolicited offers and pressure selling,<sup>2</sup> churning<sup>3</sup> and steering, and other similar practice which in the rest of the European Union is unacceptable.

On February 5 2009 the European Court of Justice passed its decision finding that Luxembourg has failed to:

*"...adopt, within the prescribed period, the laws, regulations and administrative provisions necessary to comply with Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive'), the Grand Duchy of Luxembourg has failed to fulfil its obligations under that directive."*

Luxembourg has hence failed to take or communicate the measures necessary to comply with the said Directives, thus failing to fulfil its obligations towards the European Union.

During a meeting with the public prosecutor on January 6 2009, Mr. Berge told the public prosecutor that he had the chance now to investigate the alleged crimes committed by the bank. The public prosecutor replied:

*"Honestly, if my bank takes money from my account, the first thing I do is go to a lawyer and file a civil suit."*

The public prosecutor's view on this serious matter was astounding, and the following exchange of words thus appeared:

---

<sup>2</sup> Most of our "investments" have been entered into due to unsolicited offers.

<sup>3</sup> Our savings has been invested and re-invested on an average of 24 times a year instead of once in the course of 4 to 6 years, as we were promised by the bank's wealth manager. We have registered some 120 considerable movements of our assets during these five years involving a total of more than NOK 160 million or € 19.5 million, which in turn has generated commission to the bank on this amount, drained from our account. This is extraordinary, especially in the light of our preferences: "safe placement – long term investment", and that we are a family with one child and no income. Our preferences are in line and correlates with our social standing. The bank's actions do not.



Mr. Berge (HJB): *"If the bank steals money from you?"*

Mr. Seck (LS): *"Yes, of course."*

HJB: *"No, for God sake. You go to the police."*

LS: *"No, because..."*

HJB: *"If someone takes your care, what do you do?"*

---

HJB: *"Have you ever heard about banks that are stealing money from people?"*

LS: *"No."*

HJB: *"Never? What about BCCI?"*

LS: *"BCC?"*

HJB: *"They did nothing else than siphoning from the accounts of people (their clients). That's what they did, that was their...I mean that was how the bank was built up."*

Based on this strong opinion of the public prosecutor, viewed in the light of the public prosecutor's total aversion to investigate the matter, it seems that this opinion is the embodiment of the Luxembourg policy on criminal activity within the financial business.

As a consequence of an obvious malfunctional controlling and executive/prosecuting body, consistently and effortlessly protecting the banks' interests, the State itself is liable to any loss incurred by this malfunction.

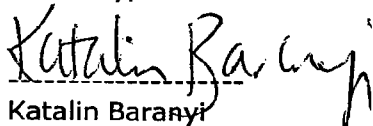
### **3. IN CLOSING WE PETITION THE PROCUREUR GÉNÉRAL D'ETAT:**

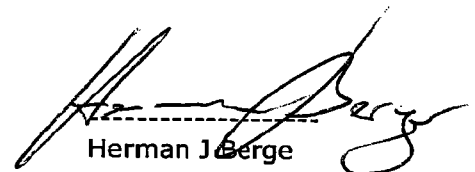
- to investigate the above mentioned actions and prosecute the offender/-s.
- to inform us, within two weeks of this letter, whether the actions pointed out in this criminal complaint are offences or not according to Luxembourg law.

We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Director General of Public Prosecution whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur Général d'Etat in English in accordance with the ECHR.

Sincerely,

  
Katalin Baranyi

  
Herman J. Berge

DATED in Luxembourg this 8<sup>th</sup> day of September 2010; delivered by fax and mail to the attention of the Procureur Général d'Etat.

App. # 1.

Ms. Katalin Baranyi and Mr. Herman J Berge  
665, rue de Neudorf  
L-2220 Luxembourg  
Luxembourg

Phone : +352 43 12 65  
Fax : +352 26 43 12 11

Ministère de la Justice  
13, rue Erasme  
L-2934 Luxembourg

Luxembourg January 26 2010

Att : Mr. François Biltgen  
Re : Criminal Complaints – Danske Bank S.A.  
Case # :  
Your reference :  
Our reference :  
Posting by : Registered mail and fax  
Your fax # : +352 26 68 48 61  
Numbers of pages : 13  
Attachment : 5 (6 p)  
Copy : Ministère des Finances; CSSF; Public Prosecutor (Procureur d'Etat); Tribunal d'Arrondissement; Huissier Patrick Kurdyban.

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Dear Sir,

We kindly ask the Honourable Minister to read this document and act upon our petitions.

**Content:**

1. Backdrop of the case
2. Danske Bank International S.A. – unauthorised unlawful activity in Norway
3. MIFID's Best Practice – Unsolicited offers, pressure selling, Churning and Steering in Luxembourg
4. Private aspects
5. Conclusion
6. Petitions: Investigation and other adequate measures

**1. Backdrop of the case**

On June 5 2003 Herman J Berge negotiated the largest private settlement (some € 7 million) between the Norwegian Government and any private individual.<sup>1</sup>

The Riis-family negotiated with Fokus Bank<sup>2</sup> and agreed that NOK 53 million of the settlement amount was to be deposited in this bank with the intent to transfer the amount to Danske Bank International S.A. as soon as possible in order to protect the funds against a government which for decades had been instructing judges<sup>3</sup> and by every other means available had been obstructing justice in order to take down the family and its partners/assistants.

---

<sup>1</sup> "Amelia and Einar Riis"

<sup>2</sup> Situated in Oslo, Norway, owned by Danske Bank AS, Copenhagen.

<sup>3</sup> Proven by a letter of September 14 1978 from Chief Judge Nils B. Hohle to the Norwegian Attorney General.

Late in June 2003 Mr. Berge was partly rewarded for the settlement between the Government and the Riis-family, with some NOK 4 million, this in accordance with contracts between Berge and "Einar and Amelia Riis".

In this regard Berge asked the representatives of Fokus Bank in Oslo whether it was possible to open a savings account in their branch in Luxembourg, where the funds could be deposited.<sup>4</sup> This was not a problem, consequently Fokus Bank (Oslo) provided us with an "Account Opening Request" which Berge had to fill in and return to the office in Oslo together with a copy of his passport. This was done on June 27 2003. The account was opened shortly after, and the funds were deposited with the bank in Luxembourg on July 7 2003.<sup>5</sup>

There was never any question or doubt that this account was anything else than a savings account. Thus no one in the bank even attempted to specify what kind of account this was, consequently we didn't think of asking further questions either.

Later on we have learned that our agreements with the bank is governed by the Norwegian Law on Financial Agreements and Financial Service (Finansavtaleloven 1999), and that the bank pursuant to §15 of this law was obliged to inform us of the different accounts available. Failing to give this information is a violation of §91, first section, of the said Act.

On August 19 2003 another part of the reward, some NOK 1 million, was deposited in this bank account in Luxembourg.

The same day Danske Bank International S.A. called us and wanted to discuss placement of the deposit. We were not interested in taking any risk, and as the representative suggested a long term investment in Norwegian and Danish bonds, we agreed upon his advice. These were long term bonds (2007 to 2009), nevertheless it didn't take more than a few months before the bank suggested to sell these bonds and instead investing in something else. See section 3 below.

At this point we had though no idea that the bank had deceived us to deposit our funds in a "safe custody account" and not in what we thought was a savings account. This is obviously an infringement of the Finansavtaleloven §15, making this action a criminal offence pursuant to Finansavtaleloven §91, stipulating some three months in jail for such an offence.

Further developments in our relationship with the bank – deposits, Danske Bank International S.A.'s "administration" of our savings account, and how the bank managed to drain more than **€500.000** from our savings – is drawn up in our **criminal complaints I to XVIII** submitted to the Procureur d'Etat (Public Prosecutor).<sup>6</sup> Here is a short list of the bank's misdeeds which have been submitted to the public prosecutor:

The bank has committed numerous violations on the Secrecy Act; Committed Embezzlement and misuse of our savings in illegal FX-trade; demonstrated

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<sup>4</sup> As the Norwegian Government illegally had black listed Mr. Berge and in this regard was obstructing justice, his business and all legal activities he was engaged in, it was of great importance – for protection purposes – to have these funds transferred out of Norway as soon as possible.

<sup>5</sup> Mr. Riis deposited some NOK 20 million with the Danske Bank International S.A. in late December 2003. We have later on learned that Danske Bank International S.A. – within a period of only three months – had seized / drained close to NOK 2 million of this deposit, forcing Mr. Riis to end his relationship with the bank and transfer what was left of the funds to BNP Paribas, Monaco. This transfer was carried out in March 2004. Simultaneously the person responsible for the draining of this account was shipped back to Copenhagen, and the bank could keep on with its business as nothing had happened.

<sup>6</sup> According to the public prosecutor none of the criminal actions described in the criminal complaints are criminal actions in Luxembourg, which is quite an astonishing declaration from a judicial point of view.

immorality and lack of confidence and loyalty; committed fraud; wilfully misleading us in regards to contracts, investments, transactions, and bank statements; committed perjury; leading CSSF to commit perjury; with criminal intent creating a situation which in turn was meant to lead to a default on our end; concealing documents, voice recordings and other information which would bring light to this matter; committed extortion; leading third party to commit extortion; committed churning; probably leaking protected personal information (confided to the bank) to Norwegian tax-crime authorities (or being accessory to such act); violating the MIFID regulations and in this regard carrying out transactions in violation of the MIFID regulations, etc.

Simultaneously with the filing of the criminal complaints, we have asked the CSSF to intervene. We have also continuously informed the CSSF of the development in the case after it erupted late 2008, which has led to nowhere.

Neither the public prosecutor nor the CSSF have attempted to help us. On the contrary these two public institutions have done their most in protecting what we have learned to know is regarded as gross criminal activity. These allegations have been documented in our criminal complaints.

\* \* \*

As the ministers will understand, we thought that our savings was in safe hands with the bank, and we had no reasons to distrust their constant eager to advise us with our savings.

After discovering the bank's criminal activities against us and our savings, and the Luxembourg authorities' failure as well as inability to act upon this activity, we were forced to investigate the matter ourselves.

**2. Danske Bank International S.A. – unauthorised unlawful activity in Norway**  
In accordance with the implementation of the Council Directive 93/22/EEC (ISD), Norwegian Regulation F07.07.1994 nr 717 §3 provides that financial institutions established/registered in one EEC member state are eligible to conduct cross-border financial service in other EEC member states, such as in Norway.

But if such an institution decides<sup>7</sup> to exercise financial service in Norway, the financial supervisory authority of its home country (CSSF in this matter) is obliged, in compliance with the said 1994 Regulation §4 as well as DIRECTIVE 2006/48/EC article 28, to notify the Norwegian Financial Supervisory Authority (Finanstilsynet) of the institution's intentions and what kind of business it intends to exercise.

Danske Bank International S.A. has apparently been involved in cross-border financial service in Norway since at the latest 1995, following the bank's notification to Luxembourg authorities and Luxembourg authorities' subsequent notification to Norwegian authorities on July 20 1995. Consequently Danske Bank International S.A. is subject to Norwegian supervisory regulations. Furthermore Danske Bank International S.A.'s business in Norway is subject to Norwegian law, see among other regulations: Law on Financial Agreements and Financial Service (Finansavtaleloven 1999) §§1, 2 and 3.

Danske Bank International S.A. is authorised to provide financial service in Norway according to Annex # 1 of DIRECTIVE 2006/48/EC, attached to this document as **Appendix I**, but there is a limit to this financial service. According to the notification that has been dispatched from Luxembourg authorities to the Norwegian supervisory authorities, Danske Bank International S.A. is indeed authorised to exercise service in compliance with Annex I, but *only* within the framework of activities listed in class 1 to 9

<sup>7</sup> Normally; subsequent to a board decision.

of this Annex. Please find enclosed an updated list<sup>8</sup> of financial/credit institutions which have notified Norwegian authorities about cross-border exercise and its limitations on service if so listed, attached to this document as **Appendix II**.

Unaware of the banks shady intentions, we have signed<sup>9</sup> a document called "General terms and conditions", of which a copy of page 9 is attached to this document as **Appendix III**. In this document "Safe Custody of Securities..." is stipulated as part of the agreement. According to the above mentioned notification to Norwegian supervisory authorities, the bank is **not** authorised for this financial service/activity in Norway, which is by the way listed as a *class 14 activity*.

During the years since 2003, the bank has carried out numerous trades in the FX marked even though the bank has not been authorised for this financial service/activity in Norway, which is listed as a *class 10 activity*. One of these trades was executed somewhere between September and December 2004 and involved more than NOK 22 million. The bank has refused to explain or comment on this; especially how they could seize all our savings, gearing these funds with the rate of five and then "play" with it for some three months.

The bank has refused to talk to us, and is withholding and concealing numerous documents and voice recordings, among these a 2004/2005-signed "General terms and conditions", of which a copy of page 8 is attached to this document as **Appendix IV**. In this document it is stated that "*portfolio management*" is part of this agreement, see paragraph 9, litra C. According to the above mentioned notification to Norwegian supervisory authorities, the bank is **not** authorised for this service/activities in Norway, which is by the way listed as a *class 11 activity*.

As the CSSF and the public prosecutor are aware of, Danske Bank International S.A. is thus providing financial service to Norwegian investors stretching far beyond the Luxembourg supervisory authorities' notification to the Norwegian supervisory authorities. In other words:

The bank is carrying out unauthorised financial service in Norway.

From reading the documents in this case, Danske Bank International S.A. seems to be generally widely engaged in exercising unauthorised financial service in Norway categorised as class 10 – 14 activities, hence in violation with Regulation F07.07.1994 nr 717 §4 and DIRECTIVE 2006/48/EC, article 28, the latter stating that the institution:

*"...shall notify the competent authorities of the home Member State, of the activities on the list in Annex I which it intends to carry on."*

The consequence of this unlawful activity is that agreements between Norwegian investors and the bank are invalid, as they are entered into with a company lacking relevant authorisation. Most likely these agreements will be deemed null and void.

Pursuant to §8 of the Regulation F07.07.1994 nr 717 all agreements between a foreign financial institution and a Norwegian investor/client is subject to Norwegian law. This provision is to be included in any agreement. Nevertheless Danske Bank International S.A. is consistently misleading Norwegian investors to forfeit their rights protected by mandatory regulations on financial agreements and accept the bank's provisions stating that the agreement is governed by Luxembourg law.

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<sup>8</sup> January 22 2010

<sup>9</sup> June 27 2003

The motives of which Regulation F07.07.1994 nr 717 are based upon has been acknowledged and furthermore established by the Law on Financial Agreements and Financial Service (Finansavtaleloven 1999), see §§1, 2 and 3.

Pursuant to Regulation F07.07.1994 nr 717 §10 the Norwegian supervisory authority is authorised to instruct the financial institution to cease activities carried out in violation with this Regulation or other regulations/directives.

Furthermore, Norwegian law on Financial Activity and Financial Institutions (Finansieringsvirksomhetsloven 1988) §5-1 makes it a criminal offence violating this Act or regulation or order issued pursuant to this Act. Regulation F07.07.1994 nr 717 is such a regulation, as it is issued pursuant to Finansieringsvirksomhetsloven §1-4: "The right to pursue financial activity." Danske Bank International S.A. has for decades violated this Act and is thus liable for criminal punishment.

But the unlawful business of Danske Bank International S.A. in Norway doesn't stop her.

### **3. MIFID's Best Practice – Unsolicited offers, pressure selling, Churning and Steering in Luxembourg**

Centre for European Policy Studies' (CEPS) report on "TYING AND OTHER POTENTIALLY UNFAIR COMMERCIAL PRACTICES IN THE RETAIL FINANCIAL SERVICE SECTOR" submitted to the European Commission on November 24 2009 states that:

*"However, one Member State (Luxembourg) does not provide even the most basic grounds for dealing with tying and bundling, and faces enforcement actions by the Commission for failure to transpose the relevant acquis."*

Furthermore the study states that:

*"In Luxembourg no legal provision exists, which could address tying and other potentially unfair business practices in the retail financial services sector."*

Hence Luxembourg is the only country left in Europe allowing tying and bundling, unsolicited offers and pressure selling,<sup>10</sup> churning and steering, and other practice which in the rest of the European Union is unacceptable, but these unique Luxembourg provisions will only reach so far as to financial services executed *within* the borders of Luxembourg. As soon as there is an element of cross-border service here, one has to take into consideration the law of the other states involved.

On February 5 2009 the European Court of Justice passed its decision finding that Luxembourg has failed to:

*"...adopt, within the prescribed period, the laws, regulations and administrative provisions necessary to comply with Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive'), the Grand Duchy of Luxembourg has failed to fulfil its obligations under that directive."*

Luxembourg has hence failed to take or communicate the measures necessary to comply with the said Directives, thus failing to fulfil its obligations towards the European Union.

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<sup>10</sup> Most of our "investments" have been entered into due to unsolicited offers.

When we first started our relationship with the bank in 2003, the bank was informed that we were interested in *long term* investment, without risk (safe placement). Please find a copy of the relevant page of our first "Account opening request" attached to this document as **Appendix V**.

Even so, during the course of 5 years (2003 – 2008) our savings (or the larger portion of it) has been invested and re-invested on an average of 24 times a year instead of once in the course of 4 to 6 years, as we were promised by the bank's wealth manager. We have registered some 120 considerable movements of our assets during these five years involving a total of more than NOK 160 million or € 19.5 million, which in turn has generated commission to the bank on this amount, drained from our account. This is extraordinary, especially in the light of our "long term investment" strategy.

In most countries this activity is considered unwanted and unlawful, like in USA and Norway, see Law on Financial Instruments 1997 §2-9 and the new Law on Financial Instruments 2007 §3-9. The EU has also sought to prohibit such and similar activities through these directives: COUNCIL DIRECTIVE 93/22/EEC article 11, COUNCIL DIRECTIVE 93/13/EEC, DIRECTIVE 2004/39/EC article 19, DIRECTIVE 2005/29/EC, and COMMISSION DIRECTIVE 2006/73/EC article 36. As the minister is aware of, Luxembourg has refused to comply with EU-regulations, hence illegal and criminal activities by the banks has been thriving, which might have led to the conviction by the European Court of Justice on February 5 last year.

#### **4. Private aspects**

Late summer 2006 we informed the bank that we intended to move to Luxembourg. In this regard we were thinking of changing bank as we thought it would be better to have a local bank that could provide us with all normal service that we needed and which our bank could not provide. On top of this we needed a house loan. The bank didn't see this as an obstacle for further relationship and wanted to discuss this with us, and with no problem really they offered us a house loan, with a complete financing, i.e. 100% financing. We accepted this and moved in January 2007.

The bank was at this time already informed about Berge's job situation, and that we had no income. But with more than €700.000 deposited we could endure this situation for several years, at least until Ms Baranyi had finished her Ph.D. and Berge had been able to establish his business.

During a phone conversation<sup>11</sup> between us and the bank on August 31 2007, the bank asked us again whether we had any other income than what our investment could return. We answered that the situation had not been changed. A few weeks later, the bank had increased our loan by some €200.000,-<sup>12</sup> thus violating the COMMISSION DIRECTIVE 2006/73/EC article 35, see Article 19 (4) of DIRECTIVE 2004/39/EC and article 36, see Article 19 (5) of DIRECTIVE 2004/39/EC.

Furthermore it turned out that the bank has used our house loan as an investment loan, pushing us to buy their financial service and thus risking our only livelihood.<sup>13</sup> A family

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<sup>11</sup> Danske Bank International S.A. has refused to hand out or in any other way grant us access to recorded conversations and is thus liable for concealing and withholding documents intended for use in a court of law. Withholding such documentation – hence protecting and concealing a continuous criminal activity – is regarded as a criminal offence.

<sup>12</sup> To €1.2 million, which we obviously didn't need.

<sup>13</sup> Only a few weeks after we agreed upon the house loan, the bank asked us to make a down payment of NOK 1 million on it, which we did, as we thought that this action would give us even better conditions under the loan, besides the fact that it obviously was a down payment on the house and thus was for our own benefit. Later on it turned out that our transfer of money was not used as a down payment at all, instead it was diverted into new risky investments.

with children, without job or other income, would never be involved in such business as the bank has deceived us into, nor should a bank ever advise people in such a situation to invest in risky ventures like they did. See above mentioned Directive 2006/73/EC article 35 and 36 in regards do the suitability and appropriateness assessment.

This grave deception has only been made possible by lack of public control and enforcement, this due to an aversion to implement highly demanded EU-regulations, consequently leaving the bank unattended with its consistent violation of the said regulations and Norwegian law, most likely driven by a cynical and profit seeking staff.

## **5. Conclusion**

In conclusion: Danske Bank International S.A. has for years provided unsolicited, unauthorised and unlawful financial service in Norway. The contracts and agreements Danske Bank International S.A. is providing/pushing on Norwegian investors are not in compliance with Norwegian law nor is it in compliance with EU-regulations. This activity is punishable.

As long as financial service in general is offered through an unauthorised business, all agreements and contracts must be deemed null and void.

In accordance with the above mentioned facts, all agreements and/or contracts between us and the bank should be deemed Null and Void as will be the case for all other Norwegian clients who have invested their assets with the Danske Bank International S.A. Furthermore the bank is liable to cover our loss which directly and indirectly derives from the said activity. On top of this we will claim punitive damages, as the bank's activity has been carried out despite the fact that the bank was well aware of relevant laws regulating their activities, and its own violations against these laws.

## **6. Petitions: Investigation and other adequate measures**

We petition the Ministère de la Justice – in collaboration with the Ministère des Finances – to instigate investigation on the bank in question, the CSSF and the Procureur d'Etat in order to clarify how this could happen and whether prosecution against persons in these institutions should be instigated.

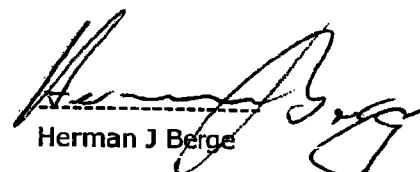
We have been in contact with other European investors experiencing the same problem with this bank.<sup>14</sup> As this unauthorised and unlawful activity most likely has been going on for years, in different European countries, it is of great importance that the responsible Luxembourg authorities instigates adequate actions in order to secure evidence and protect investors.

Your soonest response to this letter will be highly appreciated.

Sincerely,

  
Katalin Baranyi

Luxembourg January 26 2010

  
Herman J Berge

<sup>14</sup> Among other things; deceiving old couples to invest (or rather let the bank harvest) the value of their real estates in Spain.



## ANNEX I

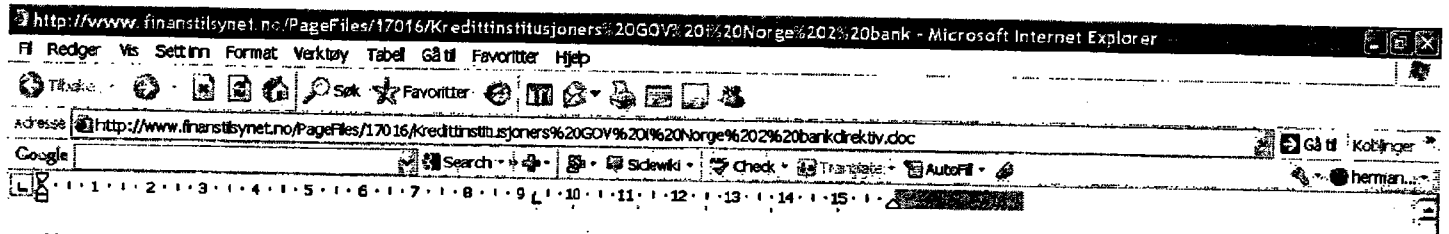
## LIST OF ACTIVITIES SUBJECT TO MUTUAL RECOGNITION

1. Acceptance of deposits and other repayable funds
2. Lending including, inter alia: consumer credit, mortgage credit, factoring, with or without recourse, financing of commercial transactions (including forfeiting)
3. Financial leasing
4. Money transmission services
5. Issuing and administering means of payment (e.g. credit cards, travellers' cheques and bankers' drafts)
6. Guarantees and commitments
7. Trading for own account or for account of customers in:
  - (a) money market instruments (cheques, bills, certificates of deposit, etc.);
  - (b) foreign exchange;
  - (c) financial futures and options;
  - (d) exchange and interest-rate instruments; or
  - (e) transferable securities.
8. Participation in securities issues and the provision of services related to such issues
9. Advice to undertakings on capital structure, industrial strategy and related questions and advice as well as services relating to mergers and the purchase of undertakings
10. Money broking
11. Portfolio management and advice
12. Safekeeping and administration of securities
13. Credit reference services
14. Safe custody services

The services and activities provided for in Sections A and B of Annex I to Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments <sup>(1)</sup>, when referring to the financial instruments provided for in Section C of Annex I of that Directive, are subject to mutual recognition according to this Directive.

<sup>(1)</sup> OJ L 145, 30.4.2004, p. 1. Directive as amended by Directive 2006/31/EC (OJ L 114, 27.4.2006, p. 60).

# BILAG 000002



## Kreditinstitusjoner som har meldt om grenseoverskridende virksomhet i Norge på grunnlag av annet bankdirektiv:

Institusjon	Mot dag	tar md	år	Melding akseptert og tilbake- meldinger gitt	Aktivitetsgrupper, jf. vedl. 1 til Direktiv 2006/48/EF, samt ytterligere tjenester etter Direktiv 2004/39/EF (MIFID- direktivet) fra 1. november 2007, se vedl. 1 til direktivet	Hjemland	Adresse
Aareal Bank AG	01	12	05	02.12.05	2 og 6	Tyskland	Paulinenstr. 15 65189 Wiesbaden
Abbey National Treasury Services Plc	26 31	11 08	07 07	30.11.07 24.09.07	A5 1, 2, 3, 6, 7 a-e, 8, 9, 11	Det forente kongerike	2-3 Triton Square London NW1 3AN
ABN AMRO Bank N.V.	22	02	99	11.04.99	1-14	Nederland	Foppingsdreef 22 NL-1102 BS Amsterdam
ABN AMRO Bank N.V. - fra filial i København	10	07	97	31.07.97	1-14	Nederland	Foppingsdreef 22 NL-1102 BS Amsterdam
ABN AMRO Bouwfonds Nederlandse Gemeenten N.V.	09	10	00	11.10.00	1-14	Nederland	P.O. Box 15 3870 DA HOEVELAKEN
Aktia Real Estate Mortgage Bank Plc	30	10	07	02.11.07	1	Finland	P.O. Box 207 FIN-00101 Helsinki
Aktia Bank Plc	30	06	00	07.07.00	1, 2 og 4 - 14	Finland	P.O. Box 207 FIN-00101 Helsinki
Alliance & Leicester plc	03 14	06 07	08 08	15.07.08	5	Det forente kongerike	Carlton Park Narborough Leicester Leicestershire LE19 0AL

http://www.finanstilsynet.no/PageFiles/17016/Kreditinstitusjoner%20GOV%20%20Norge%202%20bank - Microsoft Internet Explorer

Rediger Vis Sett inn Format Verktøy Tabell Gå til Favoritter Hjelp

Thema Søk Favoritter

Adresse http://www.finanstilsynet.no/PageFiles/17016/Kreditinstitusjoner%20GOV%20%20Norge%202%20bankdirektiv.doc

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Credit Suisse (Gibraltar) Limited	24	11	03	26.11.2003	1, 2, 4, 5, 6, 7a-e, 8, 11, 12 og 14	Gibraltar	First Floor, Neptune House Marina Bay
Crédit Suisse (Luxembourg) S.A.	22	10	99	03.12.99	1-14	Luxembourg	56, Grand Rue L-1660 Luxembourg
Credit Suisse International	03	09	02		1, 2, 6, 7a-e, 8, 9 og 11	Det forente kongerike	One Cabot Square London E14 4QJ
	05	11	07	05.11.07	A1-A7 og B1-B7		
	04	04	08	20.05.08	3, 12 og 14		
Credit Suisse (UK) Limited	11	10	02	15.10.02	1-14	Det forente kongerike	One Cabot Square London E14 4QR
	01	10	07	19.10.07	A1-A7 og B1-B7		
Custodia Credit AB	07	11	03	11.11.03	2 og 6	Sverige	Amiralsgatan 17 SE-211 55 Malmö
D.Carnegie AB	05	02	98	31.03.98	1, 2, 7a-e og 8-12	Sverige	Gustav Adolfs Torg 18 SE-103 38 Stockholm
Danske Bank A/S (også fra filial i Polen (kun klasse 14) og fra filial i Irland (alle klasser med unntak av klasse 14))	02	10	01	03.10.01	1-13	Danmark	Holmens Kanal 2-12 1092 København K
Danske Bank International S.A.	20	07	95	12.09.95	1-9	Luxembourg	2, rue du Fossé P.O. Box 173 L-2011 Luxembourg
DekaBank Deutsche Girozentrale	09	01	04	12.01.04	1, 2, 7a-e, 10, 11 og 12	Tyskland	Postfach 11 05 23 60040 Frankfurt
De Nationale Investeringsbank NV	30	08	95	13.09.95	1, 2, 3, 6, 7a-e, 8-11 og 13	Nederland	Carnegieplein 4 Postbus 380 2501 BH Den Haag
Den Københavnske Bank A/S	07	03	97	25.03.97	1-14	Danmark	Østergade 4-6 1100 København K
DePfa ACS Bank	17	10	02	14.10.02	1, 2, 6, 7a-e og 8	Irland	International House 3 Harbournmaster Place IFSC, Dublin 1
DePfa Bank plc	23	09	02	24.09.02	1-14	Irland	1 Cornmarket Street Dublin 1
	23	11	07	04.12.07	A1, A3, A6, A7, B3, B6		
DePfa-Bank Europe plc	23	10	00	25.10.00	8	Irland	International House 3, Harbournmaster Place IFSC Dublin 1

**18. Safe Custody of Securities and Bullion**

With the exceptions stated below, the obligations of the Bank are restricted to the obligations prescribed by Luxembourg law and regulations regarding the standards of care to be observed when holding securities and bullion in safe custody.

The Bank sends the client a statement or confirmation in evidence of bullion or securities held in safe custody or proceeds of securities credited to the client's account.

According to Luxembourg law and regulations the Bank may, in its own name and at the client's risk, use correspondents (depositories) for the safe custody or administration of the client's securities and bullion, taking into consideration the interests of the client. In that case the obligations of the Bank are limited to the careful selection and instruction of the correspondents. Foreign securities are held in safe custody abroad, unless the Bank informs the client otherwise.

Securities and bullion held in safe custody with correspondents are subject to the law and regulations in the country of the correspondents. The client must bear any taxes, duties, levies and other legal charges arising in this connection, and the Bank is not responsible for the imposition of any such regulations or taxes.

Accordingly, the client assumes any financial and legal risk and bears any loss that might arise in connection with securities held in safe custody with correspondents or other depositories, in particular risks and losses resulting from acts or omissions by the depository, any custodian or sub-custodian or persons employed by them, acts by third parties which affect the securities held with such depositories, force majeure, war, riots or similar events or actions of domestic or foreign authorities.

If, according to the above provisions, the client is disadvantaged or suffers loss in connection with securities held with correspondents or other depositories, the Bank is under no obligation to return the consideration received or to reverse the debit entry thereof; however, at the client's request the Bank must assign any claims against third parties to the client.

Deposits are made for an indeterminate duration. Securities and bullion placed in safe custody may, against receipt, be returned to the client on his/her demand or at the sole discretion of the Bank, provided delivery is legally and physically practicable, and only upon the Bank having received (if applicable) such securities and/or bullion from its correspondent.

When a client requests that bullion held for him/her be returned, delivery will take place at the Bank's registered office in Luxembourg, or at the Bank's designated custodian bank.

Securities and bullion held in safe custody will be delivered to the client five business days, at the earliest, after the Bank has received a request to do so by the holder of the account and after the relevant delivery charge has been paid. If the client does not take delivery within four weeks following the receipt of the request, the client must submit a new request for delivery.

The Bank's obligation to deliver items held in safe custody is subject to Luxembourg law and regulations. Where securities are concerned, the Grand-Ducal Decree of the

17th February 1971, as it has been amended, concerning the circulation of securities, which constitutes a derogation of article 1932 of the Civil Code, authorises the Bank to return to the client securities of the same kind regardless of their serial numbers, unless otherwise agreed in writing with the client.

If securities or bullion are lost, the Bank is only responsible if the loss is due to gross negligence on the part of the Bank. In that case the Bank will always be discharged from all responsibility by paying the current market value of the items held, as declared in the last statement or confirmation received by the client. The responsibility of the Bank is always limited to this market value.

Unless the client instructs the Bank not to, the Bank will detach maturing interest and dividend coupons, and collect their countervalue and acquire new sheets of interest and dividend coupons for any securities from which such coupons are regularly detached. In case of registered

securities, the Bank will receive interest and dividend for the client's account. Further, the Bank will check whether bonds have been drawn or redeemed. When the Bank first receives securities, it will, to a reasonable extent, check whether they are affected by countermandings, public notices, suspensions of payments or the like.

The Bank shall be allowed without having the obligation, to notify the client, if it learns of conversion of securities, execution or sale of subscription rights, offer of exchange, offer to subscribe new shares and/or bonds, including convertible bonds and warrants and of the issue of bonus shares and reorganisation or take-over bids affecting securities held on the client's behalf as well as of any planned or initiated class actions with respect to securities held by the client, upon actually becoming aware thereof. The Bank will then await special instructions from the client. On receiving these special instructions, the Bank will take the appropriate action. If no instructions are received in due time, the Bank will act at its discretion in the best interests of the client, unless such action is in the nature of an investment decision on behalf of the client.

If, failing any instructions from the client, the Bank has acted at its discretion, and the client has consequently suffered a loss or incurred expenses, the Bank is only liable in case of gross negligence. The same applies to omissions.

The Bank does not notify the client of annual or extraordinary general meetings nor does it provide the client with copies of stock exchange announcements and the like.

When, in an emergency, instructions cannot be obtained from the client, the Bank is always authorised to take any action required to protect the client's interests. This includes action taken contrary to information or instructions given by the client, if the Bank considers that such action is necessary to safeguard the interests of the client and the Bank.

Interest, dividends and the proceeds of redeemed securities as well as proceeds of the sale of mortgage deeds and mortgage payments, etc., are credited to the client's account subject to final receipt of payment and to

Initials: 

## 8. Conflicts of Interest

The Bank, as a member of the Danske Bank Group, is part of a global organisation offering a wide range of financial services. From time to time the Bank, or an affiliated or related company, may have interests which conflict with the Clients' interests or with the duties that the Bank owes to its Clients. These include conflicts arising between the interests of the Bank, Danske Bank Group, their associates and employees on the one hand and the interests of the Clients on the other and also conflicts between Clients themselves.

The Bank has established procedures which are designed to identify and manage those conflicts. These include organisational and administrative arrangements to safeguard the interests of its Clients. A key element of this policy is that persons engaged in different business activities involving a conflict of interest must carry on those activities independently of one another.

Where necessary, the Bank maintains arrangements which restrict the flow of information to certain employees in order to protect the Clients' interests and to prevent improper access to Client information.

The Bank or the Danske Bank Group may also deal as principal for its own investment account and may match transactions with another Client. Procedures are in place in order to protect the Client's interest in this instance.

In some cases, the Bank's procedures and controls may not be sufficient to ensure that a potential conflict of interest does not damage the Client's interests. In these circumstances, the Bank may consider, if appropriate, to disclose the potential conflict to the Client. The Bank may decline to act in circumstances where there is risk of damage to the interests of the Client.

The Client acknowledges that he is aware and accepts that conflicts of interest and inducements may occur in relation to an Order.

The Client acknowledges and agrees that:

- (a) The Bank may purchase or sell financial instruments for other clients or itself of the same kind as for the Client and at the same time, and that the Bank is authorised to deal with itself or affiliated or related companies in purchasing or selling financial instruments for the account of the Client;
- (b) Financial instruments may be purchased or sold for the Client's account which may be issued by companies maintaining a banking relations with the Bank or its affiliated companies, or in which employees of the Bank or its affiliated companies, may serve as directors;
- (c) The Bank may purchase or sell, for the Client's account, shares or units of investment funds or companies which are managed by the Bank or its affiliates; and
- (d) The Bank may, from time to time, purchase and sell financial instruments from and to any account maintained by any other client with the Bank or related companies of the Bank.

Further the Bank's Conflicts of Interest Policy will be disclosed to the Client upon the Client's request.

## 9. Inducements

### 9.1 Monetary benefits paid to the Bank

#### (a) Execution only

In order to provide the Client with a variety of different investment opportunities, the Bank offers a wide range of investment services through, among other things, investment funds set-up by companies of the Danske Bank group or third parties, for which the Bank acts as a mere distributor, which may be purchased by the Client at the Client's initiative without prior advice or recommendations from the Bank.

In exchange for the information provided, for the distribution of the products to its Clients and for its updating activities (prospectus, past performance, yields etc.), the Bank may be paid a monetary benefit by the promoter of the investment fund. Such monetary benefit could be in relation to subscription/redemption fee (between zero and the complete fee), however, monetary benefit is generally based on the management fee as a percentage (1.1% maximum) of the net asset value, and varies, as the case may be, according to a variety of factors such as the type of asset classes, the net asset value, the rates fixed in the distribution agreements, the number of units in circulation etc.

#### (b) Advice

The Bank may also be paid that monetary benefit when, in the same context, it provides investment advice or general recommendations. As previously mentioned, the quality of the service provided to the Client is enhanced insofar as he/she is offered a broader range of products. Furthermore, in accordance with the Bank's conflicts of interest policy, that monetary benefits are negotiated independently from the Bank's commercial activity and the account managers are not informed thereof. Consequently, the Bank's duty to act in accordance with the best interest of the Client is not being impaired since the advice provided is not influenced by the monetary benefits received by the Bank.

The internal organisation of the Bank, the separation of functions and activities ("Chinese walls") as well as more generally its conflicts of interest policy are designed to avoid that advice or recommendations it provides to its Clients are in any way biased by the monetary benefits received.

#### (c) Portfolio management

The Bank may also be paid the monetary benefit previously described by the management company of an investment fund if those financial instruments are included in the Client's portfolio. That monetary benefit allows the Bank to maintain a selection policy based on objective criteria relating to quantitative as well as quality criteria such as past and present performance, risk management capacity, capacity to out-perform the market, management style etc., which require a specific infrastructure (analysis of investment strategies, due diligence, meetings and close contact with investment fund managers, monitoring of performance).

That policy is designed to satisfy the needs of the Client in relation to the identification of suitable asset classes, geographical areas, market segments, management styles, risk profiles, etc.

Client reference number: 693147 (to be completed by the Bank)

In order to comply with legal obligations in Luxembourg and to tailor our services to your personal situation, we need to know a bit more about you. All information will be treated in the strictest confidence.

We would appreciate it if you would complete the questionnaire carefully. In future, please keep the Bank informed about all changes to the required information.

## Financial Information

1) How do you intend to build your assets with us?

- ☐ one single transfer  
☐ regular transfers  
☒ a combination of both

2) What is the estimated duration of your investment with us?

- ☐ between 1 and 5 years  
☒ more than 5 years

3) Do you require liquidity at short notice from all or a large part of the assets invested with us?

- ☐ yes  
☐ no

4) Which of the following objectives describes your personal objectives best?

- |  |   |                                   |
|--|---|-----------------------------------|
| <input checked="" type="checkbox"/> safe placement | ⇒ | limited fluctuations              |
| <input type="checkbox"/> low risk                  | ⇒ | goal of a long-term stable return |
| <input type="checkbox"/> moderate risk             | ⇒ | goal of a higher return           |
| <input type="checkbox"/> high risk                 | ⇒ | goal of a very high return        |

5) Wealth Information (EUR)

- ☐ Income p.a. \_\_\_\_\_  
☐ Estimated net worth (excluding primary residence) \_\_\_\_\_  
☐ Estimated risk capital \_\_\_\_\_

## Danske Bank International

2, rue du Fossé  
P.O. Box 173  
L-2011 Luxembourg  
Telefon +352 46 12 751  
Fax +352 47 30 78  
[www.danskebank.com/lu](http://www.danskebank.com/lu)