Ms. Katalin Baranyi and Mr. Herman J Berge
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Commissioner for Justice – Viviane Reding
Court of First Instance (Luxembourg)
Minister of Finance (Luxembourg)
Minister of Justice (Luxembourg)
Public Prosecutor (Luxembourg)
Supreme Court (Luxembourg)
Prime Minister (Luxembourg)
Ombudsman (Luxembourg)
The European Commission
European ombudsman
EU-Parliament
Eurojust
CSSF
OLAF

Luxembourg March 7 2012

Att	: To whom it may concern
Re	: Littigation in Norway against Klaus Mønsted Pedersen (Danske Bank), Josiane Gloden (Bailiff), Francis Kesseler (Notary), and Axel Schmitt (Danske Bank), all Luxembourg.
Case #	: Danske Bank International S.A. – Unauthorized and unlawful activity in Norway
Your reference	:
Our reference	:
Posting by	: Mail, fax and e-mail
Your fax #	: +32 2 284 69 74
Numbers of pages	: 27
Attachment	: 11 (23 p)
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On March 5 2012 Danske Bank International S.A. and the above referred persons were sued in a court of law in Oslo, Norway. In this regard please find enclosed first and last page of the recorded filings as **Appendix # 1**.

The said lawsuit has mainly been filed to force the bank to reimburse our economic loss, and to nullify all fraudulent and deceptive agreements between us and the bank, hence putting an end to the illegal foreclosure of our home in Luxembourg.

None of the legal questions brought to court in Oslo in this matter has previously been decided upon by any court of law. Hence these questions are pending, and the outcome of this court case will be decisive for our rights in Luxembourg, as it will have legal force in and against Luxembourg, as well as against the defendants listed above.

1. Danske Bank International S.A. – Unauthorised financial activity in Norway
Since 1995 the bank in question has provided Norwegian consumers with a) *portfolio management and advice*, b) *safekeeping and administration of securities*, and c) *safe*

custody services. This financial activity is listed as class 11-, 12- and 14- activity in Annex I (List of activities subject to mutual recognition) to DIRECTIVE 2006/48/EC. Please find enclosed the said Annex I as **Appendix # 2.**

According to DIRECTIVE 2006/48/EC § 28, Danske Bank International S.A. was compelled to notify competent Luxembourg authority about the financial activity it intended to carry out in Norway. This authority was in turn compelled to notify the competent Norwegian authority about the bank's intentions.

Norwegian competent authority was notified on July 20 1995 and consequently authorised the bank in question on September 12 1995. The bank was authorised in compliance with its intentions, of which is found listed in the FINANCIAL SUPERVISORY AUTHORITY OF NORWAY's list of financial institutions operating under, and in compliance with, DIRECTIVE 2006/48/EC in Norway. Please find enclosed page 1 and 6 of the said list, as **Appendix # 3**,[1] which proves that the bank intends to carry out financial activities, listed as – and clearly limited to class 1- to 9-activities.

The problem for the bank and Luxembourg authorities in this matter, is that they did not notify Norwegian authorities about its class 11-, 12-, and 14-activities,[2] which constitutes a significant part of the bank's financial activity in Norway. This activity has continued up to present. In other words the bank has been carrying out unauthorised financial activity in Norway for close to 20 years.

To prove that the bank actually is providing Norwegian consumers with unauthorised financial service, please find enclosed, as **Appendix # 4**, page 8 (*portfolio management and advice*), and page 18 and 19 (*safekeeping and administration of securities* and *safe custody service*) of the bank's "*General terms and conditions*", which Norwegian consumers are deceived to enter into.

Since January 2010 we have periodically notified the Minister of Justice, the Minister of Finance, the Prime Minister, CSSF, the public prosecutor of Luxembourg, the European Commission (in particular; commissioner Viviane Reding), the European Parliament, OLAF and Eurojust about this ongoing unlawful and unauthorised cross-border financial service to Norwegian consumers. Please find enclosed, as **Appendix # 5**, our letter to the minister of Finance and the Prime Minster of January 26 2010. None of these institutions have even attempted to combat or stop this unlawful activity, let alone investigating the matter.

2. Violations of DIRECTIVE 2006/48/EC – a criminal offence in Norway

Norwegian law on Financial Activity and Financial Institutions (L-FAFI), § 5-1, makes it a criminal offence violating this Act or regulation or order issued pursuant to this Act. Please find enclosed a print-out of the said provision as **Appendix # 6.**

Norwegian regulation F07.07.1994 nr 717 is such a regulation, as it is issued pursuant to L-FAFI §1-4: "*The right to pursuit financial activity.*" Please find enclosed a print-out of § 1-4 of the said Regulation as **Appendix # 7.**

> 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.

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[1] as it appeared on Finanstilsynet's Internet pages on March 6 2012: http://www.finanstilsynet.no/PageFiles/17016/Kredittinstitusjoners%20GOV%20i%20Norge%202%20bankdirektiv.doc

[2] of which broadly consist of management of tax evaded funds, hence explaining the concealment of and the secrecy around this activity.

So, if such an institution decides to exercise financial service in Norway, the financial supervisory authority of its home country (CSSF in this matter) is compelled, 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 financial activity it intends to exercise. Please find enclosed a print-out of §§ 2, 3 and 4 of the said Regulation as **Appendix # 8.**

Failing in notifying competent Norwegian authorities about financial activities carried out within its borders, will according to L-FAFI § 5-1 constitute a criminal act.

As mentioned above, a significant part of the bank's financial activity has been kept secret from the Norwegian authorities and its financial supervisory body.

On can safely conclude that the concealed and unauthorised activity carried out in Norway, is a criminal offence (of criminal nature and of considerable dimensions), and is punishable under the criminal laws of Norway.

It goes without saying that any contracts or agreements settled within the scope of the said unauthorised service/activity, shall be regarded as null and void. Hence our agreements with this bank shall be regarded null and void, a claim we have asked the court in Oslo to decide upon.

3. Danske Bank International S.A. – Violation of Norwegian Regulation F07.07.1994 nr 717

Pursuant to § 8, first section, of the Regulation F07.07.1994 nr 717, all agreements between a foreign financial institution and a Norwegian consumer are subject to Norwegian law. Please find enclosed a print-out of § 8 of the said Norwegian provision as **Appendix # 9**.

Pursuant to § 8, *second* section, of the said Regulation, all agreements and potential disputes between a foreign financial institutions and Norwegian consumers are subject to Norwegian jurisdiction.

According to the said paragraph, these provisions are to be included, explicitly, in any agreement between the bank and any Norwegian consumer.

Regardless of the law, Danske Bank International S.A. is consistently and deliberately misleading and deceiving Norwegian consumers to waive their rights – which are protected by mandatory regulations on financial agreements – and accept the bank's statutes stating that the agreement is subject to Luxembourg jurisdiction and governed by Luxembourg law. In this regard please find enclosed, as **Appendix # 10**, page 23 of the bank's "*General terms and conditions*", which is in violation with Norwegian law.

According to the Norwegian Law on Financial Agreements and Financial Service (Finansavtaleloven 1999), Danske Bank International S.A.'s business and activity in Norway is subject to Norwegian law, c.f. §§ 1, 2 and 3 of the said Act, and according to § 2 of this Act, a waiver of any part of this Act to the detriment of the consumer, will lead to the annulment of that part of the agreement.

Danske Bank International S.A.'s agreements are clearly in violation with Norwegian law, and as these violations can be punished, any document produced by the bank for the purpose of binding a Norwegian consumer to its illegal statutes, are then to be regarded as part of Danske Bank International S.A.'s criminal/unlawful activity in Norway.

4. Deloitte – its liabilities
Deloitte S.A. is the auditor of Danske Bank International S.A. and has thus been aware of and approved this unauthorised and illegal activity for as long as it has been auditing the bank. In addition to this, it should be noted that Deloitte has committed identity theft and identity fraud as it for close to four years has illegally occupied our home address, used it in its day-to-day business operations, and in this regard has re-named our house to "Villa Deloitte".

Deloitte refuses to surrender our identity. Please find enclosed, as **Appendix # 11**, our criminal complaint to the New York County District Attorney of March 2 2012,

5. Luxembourg: Choice of law and Jurisdiction
Let us underline that in regards to any contract/agreement between us and the bank, Luxembourg courts have no jurisdiction as all contracts/agreements have been entered into with Norwegian citizens, domiciled in Norway. Hence all contracts/agreements are subject to and governed by Norwegian law.

In regards to immovable property, Luxembourg courts do have jurisdiction, but the matter in question is nevertheless subject to – and is to be solved in accordance with relevant Norwegian law.

6. Our preliminary demands
This is an international financial scandal which needs international intervention and considerable provisional measures. Our preliminary demands are as follows:

- Relevant national and/or international authorities are to advise – or if necessary, force the defendants in the court case in Oslo, Norway, to immediately cease all actions against us in Luxembourg. Any continuation of such activity should and will be prosecuted to the full extent of the law.
- An immediate cease of the banks unauthorised and unlawful financial activity in Norway and in other states.
- An immediate suspension of the bank's banking license/authorisation in Luxembourg.
- The establishment of an international ad-hoc committee for the purpose of investigating the matter, and in particular disclosing how this unauthorised and unlawful activity could keep on even though all relevant authorities in Luxembourg and in the EU have been duly notified about it.

We would appreciate your immediate response and action.

Yours sincerely,

Luxembourg March 7 2012

Katalin Baranyi
PhD Scholar

Herman J Berge
LLB

APP. #000001

STEVNING

Namsfogden i Oslo
05 MAR 2012

Til

Oslo forliksråd

Saksøker	: Katalin Baranyi 665, rue de Neudorf L-2220 Luxembourg Luxembourg
Prosessfullmektig	: Egen
Saksøkt 1	: Danske Bank International S.A. Akersgata 28, N-0158 Oslo Norge
Saksøkt 2	: Axel Schmitt 22-24, rives de Clausen L-2165 Luxembourg Luxembourg
Saksøkt 3	: Francis Kesseler 5, RUE ZÉNON BERNARD L-4030 ESCH-SUR-ALZETTE Luxembourg
Saksøkt 4	: Josiane Gloden 8, rue de l'Alzette L-4010 Esch-sur-Alzette Luxembourg
Saksøkt 5	: Klaus Mønsted Pedersen 13, rue Edward Steichen, P.O. Box 173 L- 2011 Luxembourg.
Prosessfullmektig for saksøkte	: Egen

Saken gjelder : Krav om ugyldiggjøring av finansielle operasjoner og avtaler.

1. Innledning

1.1 De saksøkte

Saksøkte nr. 1 er et datterselskap av Danske Bank AS, København, og har sitt kontorsted i Luxembourg, med avdelingskontor i Oslo.

4.1 Luganokonvensjonen
Saksøkte nr. 2, 3, 4 og 5 medvirker i samme pågående uautoriserte og erstatningsbetingende handling, dette da de for øyeblikket søker å håndheve avtaler som de er på det rene med at er blitt forfattet, presentert og inngått under uautorisert virksomhet, samt under virksomhet som i følge norsk lov er straffbar.

I medhold av Luganokonvensjonen artikkel 6 (1), bringes saksøkte nr. 2, 3, 4 og 5 derfor inn i saken for Oslo forliksråd. Oslo forliksråd har følgelig full kompetanse i saken, for alle de saksøkte.

4.2 Prosessvarsel etter tvml kapittel 5
Det har gjennom flere år vært forsøkt å komme i samtale med alle de saksøkte, dette uten å lykkes. Krav har vært varslet, jf mitt brev til Banken av 14. desember 2009, vedlagt her som **Bilag nr. 6**, brev til saksøkte nr. 3 av 24. mars 2011, vedlagt her som **Bilag nr. 7**, samt til de øvrige saksøkte av 30, november 2011, vedlagt her som henholdsvis **Bilag nr. 8, 9, og 10**. De saksøkte har konsekvent unnlatt å besvare min korrespondanse. De saksøktes rettslige pågang mot meg her i Luxembourg, vitner for øvrig om at de på ingen måte er interessert i å forholde seg til det (norske) lovverk som alle mine avtaler med banken reguleres av. Vilkårene for å reise sak for forliksrådet er følgelig oppfylt.

5. Lovvalg

I medhold av F07.07.1994 nr 717 § 8, første ledd, reguleres alle avtaler jeg har med banken av norsk lov.

6. Påstand

Med forbehold om endringer nedlegges følgende påstander:

1. Danske Bank International S.A.s virksomhet nevnt i pkt 10 til 14 i vedlegg til F07.07.1994 nr 717, er ikke autorisert av relevant norsk myndighet (finanstilsynet) og er derfor ugyldig og ulovlig, jf forskriftens §§ 3, 4 og 11 samt finansieringsvirksomhetsloven § 5-1.

2. Alle avtaler Danske Bank International S.A. har inngått med meg mens jeg bodde i Norge, er ugyldige som følge av at disse er inngått med et selskap som ikke var autorisert av relevant norsk myndighet på tidspunktet for inngåelsen.

3. Alle avtaler som er inngått i medhold av Danske Bank International S.A.s *"General terms and conditions"* er - så langt de strider mot Finansieringsvirksomhetsloven, Finansavtaleloven §§ 2 og 3, samt F07.07.1994 nr 717 - ugyldige Ex tunc.

4. De saksøkte tilpliktes, en for alle og alle for en, å erstatte prosessomkostningene ved dette saksanlegg, med tillegg av prosessrente fra sakens anlegg til betaling finner sted.

* * *

Denne stevning er innlevert til Oslo forliksråd i 6 likelydende eksemplarer, hvorav ett beholdes av forliksrådet.

Med hilsen

Katalin Baranyi

Luxembourg 5. mars 2012

Katalin Baranyi
PhD Scholar

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 [1], 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.

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[1] OJ L 145, 30.4.2004, p. 1. Directive as amended by Directive 2006/31/EC (OJ L 114, 27.4.2006, p. 60).

App. #000003

Updated as of March 6 2012:

Kredittinstitusjoner som har meldt om grenseoverskridende virksomhet i Norge på grunnlag av annet bankdirektiv:

Institusjon	*Mot* *dag*	*tatt* *md*	*år*		*Melding akseptert og tilbake-melding er 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 26	12 11	05 07		02.12.05 30.11.07	2 og 6 A5	Tyskland	Paulinenstr. 15 65189 Wiesbaden
Abbey National Treasury Services Plc	31	08	07		24.09.07	1, 2, 3, 6, 7 a-e, 8, 9, 11 A1-A7 og B1-B7	Storbritannia	2-3 Triton Square London NW1 3AN
AB DnB NORD Bankas	03	12	09		13.01.10	7 a-e og 12	Litauen	J. Basanaviciaus str. 26 03601 Vilnius
ABN AMRO Bank (Ireland) Limited	06	01	09		13.01.09	2, 6, 7 a), b), d), 12 and 14 A1:C4, A2:C2 og C4 og B1:C1-C10	Irland	Fortis House Park Lane Spencer Dock Dublin 1
ABN Amro Bank (Luxembourg (S.A.)	20	05	10		31.05.10	1-14 A1-A2, A4-A5, B1-B2, B4-B5 og B7	Luxem-bourg	46, Avenue J. F. Kennedy L-1855 Luxembourg-Kirchberg
ABN AMRO Bank NV - fra filial i København	10	07	97		31.07.97	1 – 14	Nederland	Foppingadreef 22 NL-1102 BS Amsterdam
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
Allied Irish Bank Plc	06 01	07 11	98 07		16.07.98 03.12.07	1 – 14 A1-A7, B1- B7	Irland	AIB Bankcentre, Ballsbrigde, Dublin 4
Anglo Irish Bank Corporation Limited	09	11	07		19.11.07	1-9 og 11-12 A1-A7 og B1-B7	Irland	18/21 Stephens Green Dublin 2
ANZ Bank (Europe) Limited	17	06	08		23.06.08	2-3 og 6-9	Storbritannia	40 Bank Street Canary Wharf London E14 5EJ

med unntak av klasse 14)								
Danske Bank International S.A.	20	07	95		12.09.95	1 – 9	Luxem-Bourg	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
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 Harbourmaster Place IFSC, Dublin 1
Depfa Bank plc	23 23	09 11	02 07		24.09.02 04.12.07	1 – 14 A1, A3, A6, A7, B3, B6	Irland	1 Commons Street Dublin 1
DePfa-Bank Europe plc	23	10	00		25.10.00	8	Irland	International House 3, Harbourmaster Place IFSC Dublin 1
Depfa Bank plc. Ireland	15	02	94		25.03.94	1 – 7	Irland	PO Box 3997 West Block Building IFSC Dublin
Deutsche Bank AG	14	04	98		22.04.98	1 – 14	Tyskland	Tanusanlage 12 60262 FRANKFURT
Deutsche Bank Luxembourg S.A.	20	04	10		19.05.10	1-14	Luxem -bourg	2, boulevard Konrad Adenauer L-1115 Luxembourg
Deutsche Bank (Malta) Ltd	30	04	10		19.05.10	1-3, 6, 7 a)-e),	Malta	Portomaso Business Tower, Level 10, Suite 1 & 3 St. Julian's STJ 4010
Deutsche Bank Nederland N.V.	20	02	09		05.03.09	1-14 A1-A7:C5-C10, B1-B4 og B6:C5-C10 og B5 og B7:C1-C10	Nederland	Stroombaan 10-16 1181 VX Amstelveen P.O. Box 922 1180 AX Amstelveen
Deutsche Bank Privat- und Geschäftskunden AG	18	02	11		22.03.11	1-14 Alle tjenester og tilleggstjenester	Tyskland	Theodor-Heuss-Allee 72 D-60486 Frankfurt
Deutsche Genossenschafts-Hypothekenbank Aktiengesellschaft	14	05	09		28.05.09	2, 7 e), 8 og 11	Tyskland	Rosenstrasse 2 20095 Hamburg
Deutsche Hypothekanbank Ac	04	06	08		19.06.08	1, 2, 6, 7 d) og e) og 10	Tyskland	Georgsplatz 8 30159 Hannover
Deutsche Hypothekenbank Frankfurt – Hamburg AG	31	08	98			2	Tyskland	Taunusanlage 9 60329 Frankfurt/Main
Deutsche Pfandbriefbank AG (tidligere Hypo Real Estate Bank AG)	03	09	08		05.09.08	1-4 og 6-9	Tyskland	Freisinger Strasse 5 85716 Unterschleissheim
Deutsche Postbank AG	20	05	96		30.05.96	1, 2, 6, 7 c, e og 8	Tyskland	Kennedyallee 62-70 53175 Bonn

App. #000004

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.

applicable at the time of the transaction, unless the Client has expressly imposed price limits upon the Bank. Instructions received from different Clients of the Bank and pertaining to the same categories of financial instruments will be executed by the Bank in the actual order of receipt.

In case the Bank receives several Orders the total value of which exceeds the funds available to the Client, the Bank shall execute those Orders in order of receipt unless the characteristics of those Orders or the prevailing market conditions make this impracticable or the interests of the Client require otherwise.

25.2 Financial instruments or precious metals purchased on behalf of a Client are registered or placed in a safe custody account in the Client's name, the Bank's name or in the name of a nominee of the Bank. The Client pays the custody charges according to the Fee Schedule and accepts the safe custody terms and conditions stated in these Conditions.

25.3 At its discretion, the Bank may:

(a) Refuse to execute Orders to sell before the financial instruments/precious metals are received;

(b) Refuse to execute Orders relating to credit, forward or premium transactions;

(c) Execute Orders to purchase only up to the balance available in the Client's account;

(d) Repurchase, at the expense of the Client, sell financial instruments/precious metals which were defective or not delivered in time;

(e) Consider as a new Order any instructions which are not specified as a confirmation or change to an existing Order; and/or

(f) debit the account of the Client with financial instruments equivalent to the financial instruments (or an amount equivalent to their value if the financial instruments are no longer held in the account) which the Client has initially physically remitted to the Bank and which thereafter are subject to a stop-instruction (in any case, if the financial instruments are physically delivered, they will be unavailable for any transaction (sale, transfer...) until the Bank has verified that the financial instruments delivered are not subject to any attachment or do not have some other defect, regardless of any subsequent change in the price of these financial instruments during this time).

25.4 The Client bears all legal consequences arising from the remittance for sale of contested financial instruments.

The Bank retains the right to replace at the Client's expense, financial instruments put up for sale which have not been delivered in due time or which are not good for delivery.

25.5 Brokerage and other customary fees shall apply to the execution of purchase, trades in financial instruments, precious metals and currencies, irrespective of any discount received by the Bank. In addition the Bank shall charge its fees in accordance with the Bank's Fee Schedule, as applicable from time to time. Financial instruments and other assets entrusted to the Bank are deposited automatically in an account opened in the name of the Client and are subject to customary fees and depository's charges.

25.6 The Bank is not liable for any losses resulting from executing a Client's instructions about the purchase and sale of financial instruments or precious metals unless such losses are the result of gross negligence or wilful misconduct on the part of the Bank.

In particular, the Bank may not be held liable for a possible delay in the execution of Orders due to the Bank's legal obligation to assess the appropriateness of an investment service or product for the Client.

The Client acknowledges that with regard to services that only consist of execution and/or the reception and transmission of Orders executed at the initiative of the Client and relating to non complex financial instruments such as e.g. shares admitted to trading on a regulated market, bonds or UCIs the Bank is not required to assess whether the service or instrument provided or offered is appropriate for the Client and that the Client does therefore not benefit from the corresponding protection of the relevant conduct of business rules.

26. Deposit of Financial Instruments and Precious Metals

26.1 Generality

Upon request of the Client, the Bank may agree to act as depository for financial instruments of all kinds, registered or bearer and precious metals.

It is expressly agreed that the Bank has no obligation of any kind to insure any deposited item, unless this has specifically been agreed upon in writing with the Client.

All deposits will be kept:

(a) by the Bank in book entry form with a Correspondent/Custodian Bank or a Fund/Transferring Agent/Fund Administrator or a domestic/international central Clearing House; or

(b) as physical certificate, physical commodities or a sealed envelope etc. deposited with the Bank.

The Bank may refuse part or all of the items offered for safekeeping, without having to give any reason.

Deposits are made for an indeterminate duration.

Financial instruments deposited with the Bank must be genuine, in good physical condition, not subject to attachment, stop-instruction, forfeiture or receivership in any location, and be deposited with all their coupons which have not yet matured.

The Client is liable towards the Bank for any damage resulting from a lack of authenticity or any visible or hidden defects (such as lost or stolen instruments) in the financial instruments he/she has deposited. Hence, in case the account of the Bank with the correspondent is debited due to the fact that the financial instruments remitted by the Client are not of good delivery, the Bank may debit those financial instruments of equal market value or a cash

amount equal to the value of the financial instruments from the Client's accounts and the Client commits to hold the Bank harmless of any damages that the Bank may suffer as a consequence thereof.

26.2 Deposits kept in book entry form

Unless otherwise expressly agreed in writing, all financial instruments and/or precious metals shall be deposited in a fungible account. Without prejudice to any other provisions contained herein, the Bank is thus only under an obligation to return to the client financial instruments and/or precious metals of the same kind as those deposited with the Bank.

Financial instruments, precious metals and currencies held in safe custody with correspondents are subject to the laws and regulations in the country of the correspondent banks/custodians.

The Bank will detach maturing interest and dividend coupons, and collect their counter value and acquire new sheets of interest and dividend coupons for any financial instruments from which such coupons are regularly detached. In case of registered financial instruments, the Bank will receive interest and dividend for the Client's account. Further, the Bank will check whether bonds have been drawn or redeemed.

The Bank will not forward information, proxies or notices for shareholders' or bondholders' meetings, nor does it provide the Client with copies of stock exchange announcements and the like nor exercise any voting rights unless expressly instructed to do so by the Client, who agrees to bear the relevant cost.

The Bank shall be allowed without having the obligation, to notify the Client, if it learns of conversion of financial instruments, execution or sale of subscription rights, offer of exchange, offer to subscribe new securities and of the issue of bonus shares and reorganisation or take-over bids affecting financial instruments held on the Client's behalf as well as of any planned or initiated class actions with respect to financial instruments held by the Client, upon actually becoming aware thereof. The Bank will act upon special instructions from the Client if they are received sufficiently ahead in time. On receiving these special instructions, the Bank will take the appropriate action. If no instructions are received in due time, the Bank may act at its discretion.

When, in an emergency, instructions cannot be obtained from the Client, the Bank is always authorised, but shall in no way be bound, to take any action it deems will 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. 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 or wilful misconduct. The same applies to omissions.

Unless otherwise agreed, it shall be incumbent upon the Client to take all appropriate measures to safeguard the rights attaching to deposited financial instruments, in particular to give instructions to the Bank to exercise or sell subscription rights, or to exercise any option rights. The Bank shall be under no obligation to inform the Client of any such rights with respect to financial instruments held by it in safe custody for the Client.

If a payment is due on partially paid financial instruments, the Bank shall be authorised, unless instructed to the contrary, to debit the relevant amount from the account of the Client. In the absence of instructions from the Client, the Bank shall be authorised to act according to what it considers to be the best interests of the Client, without the Client being entitled to hold the Bank liable for any misjudgement (except in the case of gross negligence or wilful misconduct).

26.3 Physical certificates, physical commodities or a sealed envelope etc. deposited with the Bank

The Bank will not detach or collect maturing interest and dividend coupons, and will not collect their counter value and will not acquire new sheets of interest and dividend coupons for any physical certificates, physical commodities deposited with the Bank. Further, the Bank will not check whether physical bonds have been drawn or redeemed.

The Bank will not forward information, proxies or notices for shareholders' or bondholders' meetings, nor does it provide the Client with copies of stock exchange announcements and the like nor exercise any voting rights.

The Bank will not notify the Client, if it learns of conversion of physical certificates, physical commodities or an envelope etc. placed within the Bank, execution or sale of subscription rights, offer of exchange, offer to subscribe new securities and of the issue of bonus shares and reorganisation or take-over bids affecting financial instruments held on the Client's behalf as well as of any planned or initiated class actions.

26.4 Withdrawal

Financial instruments, precious metals and currencies placed in safe custody may, against receipt and at the Client's cost, be returned to the Client on the Client's 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 financial instruments and/or precious metals from its correspondent.

Items can be delivered to the Client as soon as theses have been received by the Bank from the custodian/correspondent and delivery charge has been paid by the Client.

As far as possible, physical delivery of metals and coins shall be made in Luxembourg, all expenses being borne by the Client. If the Client requires delivery to be made in another location, and such delivery is possible in the opinion of the Bank, it shall be at the Client's risk and expense. The Client shall notify the Bank at least fifteen business days before the physical delivery. The procedure for delivery shall be laid down by the Bank at its discretion.

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.

26.5 Fees & Charges

Charges for safe custody are calculated according to the Fee Schedule. They are payable at the end of each period

App. #000005

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 des Finances
3, rue de la Congrégration
L-1352 Luxembourg

Luxembourg January 26 2010

Att	: Mr. Jean-Claude Juncker; Mr. Luc Frieden
Re	: Criminal Complaints – Danske Bank S.A.
Case #	:
Your reference	:
Our reference	:
Posting by	: Registered mail and fax
Your fax #	: +352 47 52 41
Numbers of pages	: 13
Attachment	: 5 (6 p)
Copy	: Ministère de la Justice; CSSF; Public Prosecutor (Procureur d'Etat); Tribunal d'Arrondissement; Huissier Patrick Kurdyban.

Dear Sir,

We kindly ask the Honourable Ministers to read this document and act upon our petitions.

Content:

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.[1]

The Riis-family negotiated with Fokus Bank[2] 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[3] and by every other means available had been obstructing justice in order to take down the family and its partners/assistants.

[1] "Amelia and Einar Riis"
[2] Situated in Oslo, Norway, owned by Danske Bank AS, Copenhagen.
[3] 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.[4] This was not a problem, consequently Fokus Bank (Oslo) provided us with an "Account Opening Request" which Berge had to fill inn 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.[5]

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).[6] 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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[4] 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.

[5] 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.

[6] 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[7] 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

[7] Normally; subsequent to a board decision.

of this Annex. Please find enclosed an updated list[8] 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[9] 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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[8] January 22 2010
[9] 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 pursuit 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,[10] churning and steering, and other practice which in the rest of the European Union is unaccepted, 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.

[10] 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 ministers are 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 inn 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[11] 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,-[12] 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.[13] A family

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[11] 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.

[12] To €1.2 million, which we obviously didn't need.

[13] 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 advice 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 des Finances – in collaboration with the Ministère de la Justice – 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.[14] 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

[14] Among other things; deceiving old couples to invest (or rather let the bank harvest) the value of their real estates in Spain.

App. #000006

L10.06.1988 nr. 40 Lov om finansieringsvirksomhet og finansinstitusjoner (finansieringsvirksomhetsloven)

§ 5-1. *Straff* (364)

Endringer Rettsavgjørelser Litteratur

- **Endringer**
- Ikke ikrafttrådt lovtekst
- Opphevet lovtekst

Den som forsettlig eller uaktsomt overtrer denne lov eller bestemmelse eller pålegg gitt med hjemmel i loven eller medvirker til dette, straffes med bøter, eller under særlig skjerpende omstendigheter med fengsel i inntil 1 år, dersom forholdet ikke går inn under noen strengere straffebestemmelse.

App. # 000007

L10.06.1988 nr. 40 Lov om finansieringsvirksomhet og finansinstitusjoner (finansieringsvirksomhetsloven)

§ 1-4. *Rett til å drive finansieringsvirksomhet* (32)

Endringer Forskrifter Rettsavgjørelser Forvaltningen Litteratur Sticos.no

Finansieringsvirksomhet kan bare (33) drives av

1. sparebanker og forretningsbanker (34),
2. selskap eller annen institusjon som omfattes av forsikringsloven,
3. finansieringsforetak (35) som er meddelt tillatelse etter kapittel 3.
4. (36) Kredittinstitusjoner (37), herunder filial av slik institusjon etablert her i riket, som har hovedsete, er gitt tillatelse til å drive virksomhet som kredittinstitusjon og er underlagt myndighetstilsyn i annen stat som omfattes av Det europeiske økonomiske samarbeidsområde. Slik institusjon kan, i tillegg til å drive finansieringsvirksomhet, ta imot innskudd fra en ubegrenset krets av innskytere (38) og bruke ordet «bank» (39), «sparebank» (40) eller lignende i sitt navn eller ved omtale av sin virksomhet i Norge dersom den har adgang til dette i den stat hvor den har fått tillatelse til å drive virksomhet som kredittinstitusjon. Kongen (41) kan fastsette nærmere regler om virksomhet for kredittinstitusjoner som nevnt, herunder for datterselskaper av slike kredittinstitusjoner.
5. betalingsforetak som har rett til å drive betalingstjenestevirksomhet i Norge etter reglene i kapittel 4b,
6. e-pengeforetak med tillatelse etter § 4c-2,
7. Filialer av kredittinstitusjoner med hovedsete i stat som ikke omfattes av Det europeiske økonomiske samarbeidsområde, med tillatelse til å drive finansieringsvirksomhet her i riket. (42)

Denne paragraf gjelder ikke formidling av lån (43) og foretak som nevnt i § 1-3 første ledd nr. 1-5.

Ap. #000008

F07.07.1994 nr 717

Forskrift om grenseoverskridende tjenesteyting av utenlandske banker og andre kredittinstitusjoner med hovedsete i annen stat innenfor det europeiske økonomiske samarbeidsområdet, m.m.

§ 2. Anvendelsesområde

Litteratur

<< Endringer Forskriften gjelder den adgang en kredittinstitusjon, eller annet foretak med hovedsete i annen stat i Det europeiske økonomiske samarbeidsområde har til å markedsføre eller yte tjenester i Norge fra et etablert forretningssted i en annen stat som omfattes av Det europeiske økonomiske samarbeidsområde. Forskriften gjelder ikke for virksomhet som drives i medhold av lov av 19. juni 1997 nr. 79 om verdipapirhandel § 7-7.

Forskriften gjelder bare virksomhet som er nevnt i vedlegget til forskriften. Vedlegget er å anse som en del av forskriften.

Forskriften gjelder ikke foretak som ikke er kredittinstitusjoner og som etter sine vedtekter bare kan drive virksomhet som her i landet ikke vil være undergitt myndighetstilsyn.

§ 3. Grenseoverskridende virksomhet

Litteratur

Kredittinstitusjon og annet foretak med hovedsete i annen stat i Det europeiske økonomiske samarbeidsområde kan drive grenseoverskridende virksomhet her i riket dersom kredittinstitusjonen eller foretaket har tillatelse til å drive virksomheten i hjemlandet og er undergitt myndighetstilsyn der.

Foretak som ikke er kredittinstitusjon kan likevel bare drive grenseoverskridende virksomhet dersom følgende vilkår er oppfylt til enhver tid:

1) foretaket må være eiet av en eller flere kredittinstitusjoner,

2) kredittinstitusjonen(e) må til sammen eie 90 prosent eller mer av stemmerettighetene som er knyttet til aksjene eller andelene i foretaket,

3) kredittinstitusjonen(e) må ha erklært at de hefter solidarisk for foretakets forpliktelser. Tilsynsmyndigheten(e) i kredittinstitusjonen(e)s hjemland skal samtykke i at slik erklæring avgis,

4) foretaket skal være omfattet av konsolidert tilsyn med kredittinstitusjonen, eller med hver enkelt av kredittinstitusjonene, i samsvar med det som gjelder for stater som er omfattet av Det europeiske økonomiske samarbeidsområde. Spesielt gjelder dette beregningen av kapitaldekningen, kontrollen av store engasjement med enkeltkunder, og bestemmelser om eierandeler i andre foretak,

5) kredittinstitusjonen(e) må tilfredsstille de krav som stilles av hjemlandet til forsvarlig ledelse av foretaket,

6) kredittinstitusjonen(e) skal ha fått tillatelse som kredittinstitusjon i den medlemsstat hvis lovgivning foretaket er underlagt,

7) foretaket må ha vedtekter som tillater at slik virksomhet utøves,

8) de aktuelle virksomheter som utøves her i riket må også utøves på kredittinstitusjonens territorium.

§ 4. Meldeplikt m.m.

Litteratur

Virksomheten kan utøves her i riket etter at Finanstilsynet har mottatt opplysninger fra tilsynsmyndighetene i kredittinstitusjonens hjemland om hvilke virksomheter, som nevnt i vedlegget, som skal utøves av kredittinstitusjonen eller annet foretak.

For annet foretak enn kredittinstitusjon skal Finanstilsynet i tillegg ha mottatt kopi av erklæring fra tilsynsmyndigheten(e) i kredittinstitusjonens hjemland, utstedt til foretaket, der det bekreftes at forutsetningene som nevnt i § 3 annet ledd 1) til 8) er oppfylt. Dersom et annet foretak som nevnt i § 3 annet ledd ikke lenger oppfyller alle vilkår som fastsatt, kan Finanstilsynet kreve at den virksomhet som utøves av foretaket her i landet underlegges norsk hjemlandstilsyn og lovgivning.

Finanstilsynet vil kunne kreve opplysninger om de kvalifikasjoner faglig leder for fondsmeglervirksomheten innehar, herunder vedkommendes kunnskap om norsk regelverk vedrørende verdipapirhandel.

App. # 000009

F07.07.1994 nr 717

Forskrift om grenseoverskridende tjenesteyting av utenlandske banker og andre kredittinstitusjoner med hovedsete i annen stat innenfor det europeiske økonomiske samarbeidsområdet, m.m.

§ 8. Lovvalg m.m.

Avtaler mellom kredittinstitusjonen, eller annet foretak og forbrukere med bopel i riket er undergitt norsk rett. Bestemmelser om dette skal være inntatt i avtalen. Partene kan likevel avtale at avtalen skal stå under lovgivning i det land der forbrukeren er statsborger.

Avtalen skal også inneholde en vernetingsklausul om at tvister som gjelder avtalen skal være underlagt norsk domsmyndighet med mindre forbrukeren selv anlegger sak for en domstol i en annen stat i Det europeiske økonomiske samarbeidsområde.

Med forbruker forstås her en fysisk person når avtalens formål ikke hovedsaklig er knyttet til dennes næringsvirksomhet.

App. # 000010

34. Indemnity

The Client shall indemnify the Bank and the Bank's Officers against any costs (including, without limitations, legal costs), loss liability or expenses whatsoever which the Bank or the Bank's Officer may suffer or incur directly or indirectly in connection with, or as a result of, any services, performance, action or omission under these Conditions except such as is caused Bank or the Bank's Officers gross negligence or wilful misconduct.

35. Complaints

All complaints about the Bank should be raise in a first instance with the Client's account manager. If the Client is not satisfied wit the response provided by his/her account manager, the client should raise the matter with an officer of the Legal & Compliance department of the Bank.

36. Governing Law and Jurisdiction

These Conditions are governed by, and shall be construed in accordance with, Luxembourg law.

Any dispute arising in connection with these Conditions shall be submitted to the courts of the district of Luxembourg-city. Nothing in this clause limits the right of the Bank to bring proceedings against the Client in any other court of competent jurisdiction or concurrently in more than one jurisdiction provided claims, rights and any other assets belonging, directly or indirectly, to the Client are situated or are deemed to be situated in that jurisdiction.

The undersigned hereby confirms having thoroughly considered and read, these Condition, and understood and accepted without exception these Conditions and confirms having received a copy hereof.

Executed in _____ on _____

_____

The Client(s)

(Please write your first, middle and last names)

App. #000011

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

Phone : +352 24 52 78 12
Fax : +352 26 68 73 61

New York County District Attorney
One Hogan Place,
New York, NY 10013
USA

Luxembourg March 2 2012

Deloitte
Global Office
1633 Broadway
New York NY
10019-6754, USA

Att	: To whom it may concern
Re	: Identity Theft – Identity Fraud
Case #	:
Your reference	:
Our reference	:
Posting by	: Mail and fax
Your fax #	: +1 212 335-4390; +1 212 489 1687 (Deloitte US HQ)
Numbers of pages	: 19
Attachment	: 12 (17 p)
Copy	: Procureur Général d'Etat (Luxembourg); CSSF (Luxembourg); EU Commissioner v. Reding; OLAF; Eurojust; Ombudsman;

Dear Sir,

We refer to our letters of February 29 and March 1 2012 to Deloitte, enclosed as **Exhibit # 1** and **2**, as well as to Deloitte's registered letter of March 1 2012, enclosed here as **Exhibit # 3**, in which Deloitte is threatening us with criminal charges if we do not – as it must be interpreted – surrender our own identity. As the registered letter is signed by a partner (owner) of Deloitte, Mr. Vafa Moayed, we assume that the company's criminal activity has been verified by Deloitte, USA.

The DA should make note that this matter is of extreme gravity, and that Deloitte's latest activity against us and our personal identity – threatening us with criminal charges if we do not let the company continue to use our identity – is of criminal nature.

Backdrop of the case
It has been revealed that Danske Bank AS, through its subsidiary in Luxembourg, has engaged itself in serious international financial crimes. The said activity, along with conclusive evidence, has been reported to the Luxembourg law enforcement in some 35 criminal complaints. The Government, its law enforcement and its financial supervisory body (CSSF), have remained silent, or have declared that this activity, including unauthorised financial service in Norway, is ok. CSSF is thus rubberstamping criminal activity, and in particular; International financial crimes committed by Luxembourg based companies.

Deloitte is auditing the Danske Bank's subsidiary in Luxembourg, and is – by accepting serious financial crimes, committed on a daily basis by the bank – thus regarded as an accomplice to the said criminal activity.

For several years Danske Bank has corrupted the Luxembourg judiciary, this in order to take over our home in Luxembourg. As a result of this activity, the bank has managed to obtain two secret court decisions. Secret, in this regard, means that we have not been summoned and that the court hearings were thus carried out without our knowledge and without our presence.

In late August 2010 we by chance discovered that we were kept under covert surveillance. This activity was reported to the police in our criminal complaints of August 30 2011, enclosed as **Exhibit # 4**, and of September 17 2011, enclosed as **Exhibit # 5**.

A transcribed (voice recorded) conversation between us and the police proves that the police was fabricating stories to cover up the facts of the illegal surveillance, as well as proving that this covert surveillance involved a construction company (Cardoso & Fils), Deloitte (Danske Banks auditor) and the Luxembourg law enforcement itself. In this regard please find enclosed, as **Exhibit # 6**, our criminal complaint of March 4 2011 describing the matter.

The public prosecutor refrained from investigating or even responding to our complaint, which forced us to notify the Prime Minister, Jean-Claude Juncker, about this obvious identity theft and identity fraud. In this regard please find enclosed our letter of April 1 2011 to the PM enclosed as **Exhibit # 7**. The PM remained silent.

Subsequent to the discovery of the illegal surveillance on us and on our home, we experienced an increased activity of wrongly delivered mail and all kinds of merchandise. Deloitte used – and still uses – the following address for parts of its day-to-day business operations: *Villa Deloitte, 665 rue de Neudorf, L-2220 Luxembourg*. Make no mistake; this is our address, and our home, and it is not named Villa Deloitte. Please find enclosed, as **Exhibit # 8**, proof of ownership (notarised proof of purchase, first page of notary deed dated October 17 2006) to our property.

Even after reporting this identity theft / identity fraud to the police and to the Lux PM, it just continued. Please find enclosed, as **Exhibit 9, 10, 11,** and **12** four letters and deliveries proving the identity theft, which also proves that Deloitte not only has taken over (illegally occupied) our address, but that it has also renamed our house/home to "Villa Deloitte". Deloitte's registered letter of March 1 2012 demonstrates beyond all doubt that Deloitte refuses to surrender our identity, which gives us even more reasons to believe that these actions has been put together by the above mentioned institutions to force us out of Luxembourg, and at the same time legitimising the illegal take-over of our home.

Based upon this we petition the New York County District Attorney to investigate the matter and prosecute the offenders. We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these deliberate actions have caused us. In this regard we wish to be notified by the DA whether such claims can be filed as part of the criminal case against Deloitte, USA.

Sincerely,

Luxembourg March 2 2012

Katalin Baranyi
PhD Scolar

Herman J Berge
LLB