



AIB Bank
Legal Department

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Our Ref: DMCB

Your Ref: -

14 June 2011

By email: dmz.oneill@gmail.com
David O'Neill

Android AIB Internet Banking Application (the "Application")

Dear Mr O'Neill,

I am writing to you in connection with the Application.

In the past week different versions of the Application have been made available for download from various websites, including www.feeditout.com. I understand that you are responsible for the development and distribution of the Application, and that you are the operator of the www.feeditout.com website.

I must draw your attention to the serious security and intellectual property issues arising from the distribution of the Application.

Allied Irish Banks, p.l.c. ("AIB") provides a service to its customers enabling them to access information and conduct transactions on their AIB accounts through the AIB Internet Banking website; www.aib.ie/internetbanking. Use of the service is governed by the AIB Phone & Internet Banking Terms and Conditions. The service has been designed to ensure that customers can access their accounts securely and to minimise the risk of sensitive customer information being disclosed to third parties. To achieve this, the AIB Internet Banking website is encrypted and each customer is issued with personal log-on details. Under the AIB Phone & Internet Banking Terms and Conditions customers must not disclose their log-on details directly or indirectly to any other person.

Without AIB's knowledge or consent the Application was developed by you specifically to enable AIB customers to access their AIB accounts on an Android based mobile device. In order to use the Application users must input their AIB Internet Banking log-on details into the Application. The Application uses those log-on details to connect to the AIB Internet Banking website where it downloads the customer's account information, reformats it and displays it within the Application.

The distribution and use of unauthorised third party applications of this kind poses significant security risks to AIB customers and the AIB Internet Banking service. By using such applications AIB customers

are potentially disclosing their log-on details and account information in an unsecured manner, and in breach of the AIB Phone & Internet Banking Terms and Conditions. These applications could also be designed to enable a third party to collect a customer's log-on details and account information. That information could be used to commit a fraud on AIB and its customers.

AIB is not claiming that the Application is designed to misappropriate confidential information or to commit a fraud. However, it is unclear in what manner the Application stores or processes the users log-on and account information, or what security measures, if any, the Application uses to protect that information. AIB is particularly concerned that the Application is in effect circumventing the security measures built into the AIB Internet Banking website.

In addition, the Application poses a risk to the reputation of AIB and the AIB Internet Bank service. Without AIB's consent or permission you have applied the name "AIB", the AIB logo and modified versions of them to the Application. AIB holds registered trademarks in several jurisdictions in respect of the name "AIB" and the AIB logo. Your use of AIB's registered trademarks in this manner constitutes:

1. an infringement of AIB's intellectual property rights; and
2. a misrepresentation to the public that the Application is owned, endorsed, supported or authorised by AIB, or is in some way connected with it.

AIB has been contacted by a number of customers about the Application and there is clear evidence that it is causing confusion. In the event that a user suffers a loss due to the downloading and/or use of the Application this could damage the reputation of AIB and the AIB Internet Banking service.

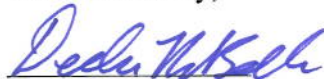
AIB's primary concern is to protect its customers and the security of the AIB Internet Banking service. The continued distribution of the Application under any name is unacceptable to AIB. I must request that you immediately:

1. cease distributing, in any manner, all versions of the Application;
2. cease using the trademarks "AIB", the AIB logo or any modified versions of them in connection with any goods or services developed or distributed by you; and
3. undertake not to develop or distribute any other applications for the purpose of accessing the AIB Internet Banking service.

If you fail to comply with these requests, AIB will have to consider taking additional steps to insure compliance, including the issue of legal proceedings. AIB will seek to recover the costs of any legal proceedings from you.

Please confirm by return that you will take the required action.

Yours sincerely,



Declan McBride