

**SPECIFIC TERMS & CONDITIONS FOR OPERATING A BANIF FLEXI TERM DEPOSIT ACCOUNT**

These Specific Terms and Conditions, in conjunction with the General Terms & Conditions for Operating a Deposit Account from Banif Bank, govern the use of 1-Year and 3-Year Flexi Term Deposit Accounts. If any Specific Terms and Conditions are in conflict with the General Terms and Conditions, then the former shall prevail.

For the avoidance of doubt and dispute, Clause 1 to 3 apply to the 1-Year Flexi Term Deposit Account whereas Clauses 1, 2 and 4 apply to the 3-Year Flexi Term Deposit Account.

Please read the Terms and Conditions carefully.

1 DEFINITIONS

Unless otherwise indicated below, the definitions indicated in the General Terms & Conditions for Operating a Deposit Account shall also apply to these Specific Terms & Conditions.

- 1.1 "Account" or "Product" means the 1-Year Flexi Term Deposit Account or 3-Year Flexi Term Deposit Account held by the client with the Bank;
- 1.2 "Account Holder" shall mean the person/s in whose name the Account/s is/are held;
- 1.3 "Availability Date/s" means the date when the Account Holder can withdraw the funds standing to the credit of the Account;
- 1.4 "Bank" means Banif Bank (Malta) plc. (Company Registration number C41030) with registered office at 203, Level 2, Rue D'Argens, Gzira GZR 1368, Malta;
- 1.5 "Interest Rate" shall mean gross interest payable as provided in these Terms and Conditions;
- 1.6 "Start date" means the day on which the amount to be deposited by the Account Holder in the Account as capital shall have been cleared in the Account;
- 1.7 "Maturity Date" means the end of the full term period of the Product depending on which option is taken by the Account Holder as provided herein, i.e. 365 days after the Start Date in the case of the 1-Year Flexi Term Deposit Account and 1095 days after the Start Date in the case of the 3-Year Flexi Term Deposit Account, when both the capital and all accrued interest shall be payable by the Bank to the Account Holder.

2 OPERATION OF THE ACCOUNT

- 2.1 The Account shall be denominated in euro and is not automatically renewable after the Maturity Date.
- 2.2 The opening of the Account with the Bank is subject to an opening minimum deposit and a maximum deposit depending on the term chosen by the Account Holder as provided herein.
- 2.3 The Bank shall have the right to refuse any application for the opening of the Account without giving any reason thereof.
- 2.4 The Product shall commence to run and the amount deposited by the Account Holder shall be credited from the Account Holder's current or savings account to the Account within two (2) working days after such funds shall have been cleared and are available in the Account Holder's current or savings account.
- 2.5 No further deposits into the Account shall be permitted during the term.
- 2.6 The Account Holder may open more than one (1) Account in his name.
- 2.7 The Bank shall not allow any funds to be transferred into the Account from any other term account, New Generations Account, Hi-Saver Account or Monthly Saving Scheme, held with the Bank, other than in cases when the accounts mentioned above mature prior to the opening of the Account.
- 2.8 The Bank reserves the right to lay down further conditions or to amend these terms and conditions (including any fees or charges) subject to giving two (2) months' notice to the Account Holder.
- 2.9 The Bank reserves the right to close the Account at any time if there is a valid reason for doing so. In the event that the Bank so closes the Account, the Bank shall inform the Account Holder in writing, two months before such closure, unless otherwise indicated in the General Terms and Conditions for operating a Banif Deposit Account.
- 2.10 The Bank reserves the right to withdraw the Product from the market at its sole discretion.
- 2.11 These Terms and Conditions shall be governed by and construed in accordance with Maltese Law and any dispute arising here from shall be subject to the jurisdiction of the Maltese Courts.

3 1-YEAR FLEXI TERM DEPOSIT ACCOUNT

- 3.1 The opening of the Account is subject to an opening minimum deposit of €500 and a maximum deposit of €100,000 which funds have to be held in a Current Account held by the Account Holder with the Bank.
- 3.2 The Product shall have a fixed term of one (1 year).
- 3.3 Interest will be paid on the Maturity Date and will be credited to the Account Holder's current or savings account held with the Bank. A proportion of the Interest may be payable at the rates indicated in Clause

- 3.6 hereof in the event that the Account Holder closes the Account before the Maturity Date as provided in the said Clause 3.6.
- 3.4 Should the Account Holder want to withdraw the funds standing to credit in the Account prior to the Maturity Date, the Account Holder shall only be able to do so on any of the set Availability Dates which are the 91st day, 181st day and 271st day following the Account Start Date.
- 3.5 The Account holder shall instruct the Bank in writing either by filling in the Account Closure Form at any Branch or by sending a Banif@ast message of such intention at least 5 working days prior to the next Availability Date in question. In this event, the funds standing to the credit in the Account plus any accrued interest till the Availability Date shall be transferred to the Account Holder's current or savings account held with the Bank within 5 working days from the Availability Date. Partial withdrawals are not allowed.
- 3.6 Interest shall accrue on the amount deposited in the Account and shall be payable by the Bank to the Account Holder subject to the conditions listed hereunder:
- If the Account is closed on the 91st day after the Account Start Date, no interest will be paid;
 - If the Account is closed on the 181st day after the Account Start Date, the Bank will pay an Interest Rate of 0.125% per annum;
 - If the Account is closed on the 271st day after the Account Start Date, the Bank will pay an Interest Rate of 0.25% per annum;
 - On Maturity: 0.75% per annum.

4 3-YEAR FLEXI TERM DEPOSIT ACCOUNT

- 4.1 The opening of the Account is subject to a minimum deposit of €2,500. For avoidance of all doubt and dispute it is understood that there is no maximum amount of deposit.
- 4.2 The Account shall be opened for a fixed term of three (3) years from the opening of the Account.
- 4.3 Provided the Account is not terminated for any reason prior to the Maturity Date, an Interest Rate of 1.50% per annum shall accrue on the Account. Such interest will be credited to the Account Holder's current or savings account held with the Bank on an annual basis.
- 4.4 Should the Account Holder want to withdraw the funds standing to credit in the Account prior to the Maturity Date, the Account Holder shall only be able to do so on any of the set Availability Dates which are the 366th day and the 731st day following the Account Start Date.
- 4.5 The Account Holder shall instruct the Bank in writing to close the Account. In this event, the funds standing to the credit in the Account plus any accrued interest shall be transferred to the Account Holder's current or savings account held with the Bank within 5 working days from the Availability Date in question. Instructions need to be sent by either filling in the Account Closure Form or by sending a Banif@ast message at least 5 working days prior to the Availability Date in question. Partial withdrawals are not allowed.
- 4.6 Interest shall accrue on the amount deposited in the Account and shall be payable by the Bank to the Account Holder subject to the conditions listed hereunder:
- If the Account is closed on the 366th day (1 Year) after the Account Start Date, no interest will be paid;
 - If the Account is closed on the 731st day (2 Years) after the Account Start Date, the Bank will pay an Interest Rate of 0.80% per annum;
 - On Maturity: 1.50% per annum.
- 4.7 Pursuant to Clause 4.6 above, the Bank shall be debiting the Account Holder's current or savings account with the Bank, the difference between the gross interest which would have been paid on the 1st and/or 2nd anniversary and the Interest Rates indicated above. The Account Holder hereby acknowledges that all the interest accrued on the 3-Year Flexi Term from the start of the 1st or 2nd anniversary, as the case may be, until the date of the termination in terms of this sub-clause shall be forfeited by the Account Holder in favour of the Bank and therefore shall not be transferred to the Account.