

## General Terms and Conditions for operating a Deposit Account

These General Terms and Conditions, in conjunction with the Specific Terms & Conditions govern the use of the BNF Deposit account.

### 1. CONTRACT

- 1.1. A Deposit Account Contract results from the acceptance by BNF Bank p.l.c. of an Application Form signed by the Customer(s) and the latter's agreement to comply with the General Terms & Conditions which, together with the Specific Terms & Conditions for the particular account category, applicable legislation and banking practice, govern this Contract.
- 1.2. BNF Bank p.l.c. will hereinafter be referred to as the Bank, while the Customer(s) will be referred to as the Account Holder(s).
- 1.3. The formation of the Account follows the signature by the Account Holder(s) on the Account Opening Form subject to the terms and conditions specified in 1.1 above.
- 1.4. The opening of the Account with the Bank shall be subject to an initial minimum deposit as established by the Bank from time to time.
- 1.5. The use of the account may be subject to a minimum balance set by the Bank from time to time. The Bank reserves the right to close an account failing below the set minimum following reasonable notice to the Account Holder(s).

### 2. OWNERSHIP OF THE ACCOUNT

- 2.1. Individual Accounts are those accounts with one Account Holder, whereas Joint Accounts may have two or more Account Holders.
- 2.2. Individual Accounts are operated by the Account Holder or appointed Attorney, except where the Account Holder is a minor or is interdicted or incapacitated in which case his/her/their Account shall mandatorily be operated by the legal representative of the said Account Holder.
- 2.3. Joint Accounts may be operated in one of the following pre-agreed ways as per instructions given to the Bank in the Appointment of Bankers Form. Notwithstanding this, the lodgement of deposits may be affected by any Account Holder or third party.
  - a) In case of Joint Accounts each Account Holder shall be liable jointly and severally for the account and any obligation incumbent on the Account.
  - b) Anyone to Sign accounts: any of the Account Holders may alone operate the account without the intervention of the other co Account Holder(s).
  - c) All to Sign accounts: the account may only be operated against the simultaneous signatures of all the Account Holders;
  - d) Specific Mandates: the account may be operated in accordance with a specific set of instructions details by the Account Holders to the Bank in the Appointment of Bankers Form.
  - e) The appointment of an Attorney by any co-Account Holder on a Joint Account requires the prior written authorisation of the other Account Holders.

### 3. OPERATION OF THE ACCOUNT

- 3.1. The Account may be debited by means of cheque, payment orders, transfer orders, withdrawals, or such other means as may be permitted by the Bank, provided that such operations are supported by documents containing the signature(s) of the Account Holder(s), his/her/their attorney/ies or his/her/their legal representative(s). In addition to the written signatures, the Codes in the form of Personal Identification Number (PIN) attributed to the Account Holder(s) by the Bank, to automatically access the Account(s) shall be considered as being signatures.
- 3.2. The Account may also be debited by the use of Debit Cards issued by the Bank, following request by the Account Holder(s).
- 3.3. Where the Bank exceptionally and exclusively at its sole discretion authorities the Account to be overdrawn, the respective negative balance will attract debit interest at the rate of 7.5% over the BNF Bank Base Rate applicable at the time, which is made available on the Bank's website [www.bnf.bank](http://www.bnf.bank) which may be debited to the Account at any time without the need for consulting or requesting authorisation of the Account Holder(s). Furthermore, a daily fee, the amount of which shall be published in the Bank's Tariff of Charges, shall be debited from the Account for the period within which a negative balance is held on the Account. Such occasional authorisation to overdraw an account does not place any obligation on the Bank to authorise any further excess / overdraft, nor does it create the expectation or assumption that the Bank will grant the Account Holder(s) any further credit.
- 3.4. The Bank shall semi-annually charge a fee (hereinafter referred to as the "Account Administration fee") amounting to €15 in the event that:
  - The balance on the Account is between €0 and €149.99; and
  - The Account had no transactions in the previous 6 months; and
  - The Account Holder only holds a savings or current account and no other Bank products with the Bank under the same client number pertaining to the Account.

#### 4. CHEQUES

- 4.1. Cheques issued following a request accepted by the Bank will be delivered to the Account Holder(s) against a signed receipt by him/her/them at a branch of the Bank. Requests to send cheques by post must be made in writing by the Account Holder(s), who assume(s) the liability arising from the risk involved in this form of delivery.
- 4.2. The Account Holder(s) undertake(s) to handle the cheques delivered to him/her/them with care and assume(s) any liability which may arise from the loss or from the fraudulent or misuse of the cheques. Any such loss, fraudulent or undue use of cheques must be notified immediately to the Bank by the Account Holder(s).
- 4.3. Where cheques requested by an Account Holder(s) remain uncollected for a period exceeding thirty (30) days, the Bank reserves the right to destroy the cheques for safety reasons, without prejudice to its right to charge the Account Holder(s) the cost thereof.
- 4.4. The Bank reserves the right to request the Account Holder(s) to return all unused cheques in his/her/their possession to the Bank in any of the following situations:
  - Where the Account Holder(s) is/are in breach of the conditions regulating the operation of the account or is otherwise in default;  
In the event of changes in relative legislation; and/or  
A decision or recommendation of court, regulator or similar body.

#### 5. DEBIT AUTHORISATIONS

- 5.1. The Account may be debited by Account Debit Authorisations, issued by the Account Holder(s), whether processed by the Direct Debit System or not, by which the Account Holder(s) authorise(s) debits to the account of previously defined fixed or variable amounts or up to a given amount and/or date.

- 5.2. Account Holder(s) shall check and validate the information relating to the Debit Authorisation he/she they issued, by means of the different delivery channels provided by the Bank.

## 6. DEBITS

- 6.1. The Account Holder(s) hereby authorise(s) the Bank to debit the Account all sums relating to commissions, expenses, postage and legal expenses payable in respect of services provided, in accordance with the Tariff of Charges published by the Bank.
- 6.2. Save for written instructions to the contrary, the Bank shall apply all direct debits to the Account, together with the respective expenses and charges.
- 6.3. Maintenance expenses shall be debited to the Account, the amount and frequency of such expenses are published by the Bank in its Tariff of Charges.
- 6.4. When a debit or credit card is issued by the Bank, the latter shall be expressly authorised to debit the card costs and any debits arising from the use of the card, by debiting the Account.

## 7. CREDITS

Credits to the Account arising from the deposit of cheques or any other values other than cash money in national or foreign currency shall only be made available after the collection of such values.

## 8. INTEREST

- 8.1. Subject to the provisions of relative legislation it is the Account Holder(s) responsibility to decide whether Final Withholding Tax will be deducted from interest paid on accounts. This applies only to Account Holder(s) that is/are resident(s) in Malta.
- 8.2. In the absence of specific negotiations between the Bank and the Account Holder(s), the interest rate payable on a deposit account will be that established by the Bank from time to time for the particular type of account. Customers will be given reasonable notice of changes in interest rates.

## 9. STATEMENTS, COMPLAINTS AND REIMBURSEMENTS

- 9.1. Account statements relating to the operations made in the Account in a given period shall be deemed to have been accepted and approved by the Account Holder(s). In case of disagreement, the Account Holder(s) shall provide a written complaint that must be lodged with the Bank within 15 days from date of statement.
- 9.2. Complaints relating to the execution or failure to execute an order given by the Account Holder(s) shall be made in writing to the Bank within 15 days from date of the statement.
- 9.3. Any complaint may be discussed with a Senior Official of the branch where the Account Holder(s) account(s) is/are domiciled, and the appropriate action will be taken to resolve the problem. If the Account Holder is not satisfied with the action taken by the Bank, he/she may follow up the complaint by writing to the Control & Compliance Department, BNF Bank plc, 203, Level 2, Rue D'Argens, Gzira, GZR 1368 or by phoning on 22 60 10 00 or sending a fax on 21 31 20 00. In the event that the Account Holder is still not satisfied with the Bank's reply, he/she may refer the matter in writing to the Office of the Arbiter for Financial Services, as per the contact details provided below:  
The Office of the Arbiter for Financial Services, First Floor, Pjazza San Kalcidonju, Floriana FRN 1530, Malta. Further information may be obtained through the official website [www.finacialarbiter.org.mt](http://www.finacialarbiter.org.mt) , Freephone 8007 2366 and Telephone 2124 9245.
- 9.4. Account Holder(s) undertakes to keep the Bank indemnified against any loss, liability or damage the Bank may incur in connection with the keeping of this Account and in

particular acknowledges that the Bank will be entitled to be reimbursed for any entries unduly made in Account including any entries made erroneously by the Bank. The value date of the reimbursed shall be the same as of the operation having originated it. Furthermore, any such undue entries shall not confer any rights on the Account Holder.

## 10. CORRESPONDENCE

- 10.1. All correspondence relating to the Account, particularly statements, shall be sent to the address indicated for this purpose in the Account Opening Form.
- 10.2. Account Holder(s) shall immediately inform the Bank in writing of any change of address, hereby expressly assuming the liability arising from the failure to do so.
- 10.3. The Bank shall not be liable for losses arising from the use of postal services, particularly delays, misdirection and damage or loss of correspondence.

## 11. CLIENTS' ACCOUNT

If the Account Holder is a notary or lawyer and is using the Account to hold clients' money (clients' account), such Account Holder shall confirm that he/she has carried out customers due diligence on each of the beneficial owners of the clients' account and that immediately upon the Bank's request, he/she shall provide the BNF Bank plc with all the supporting identification documentation in relation to the said beneficial owners pursuant to the applicable provisions of the Prevention of Money Laundering and Funding of Terrorism Regulations, 2008.

## 12. CLOSING OF ACCOUNT

- 12.1. The Bank reserves the right to close the account at any time for a valid reason. The Bank undertakes to give the Account Holder(s) reasonable notice of such closure.
- 12.2. In addition, the Bank may refuse to carry out a transaction or immediately terminate a transaction or reserve a transaction in whole or in a part if the Bank reasonably believes that:
  - The transaction is invalid, in any manner fraudulent or illegal; or
  - Made in bad faith; or
  - Has not been carried out by the Account Holder(s); or
  - The Account Holder(s) has/have not acted in accordance with these terms and conditions; and
  - For any other justifiable reason.

The Bank undertakes to inform the account holder of the said refusal, termination or reversal.

- 12.3. If cheques and cards associated with an account are not returned by the Account Holder(s) within the time frame specified by the Bank for closure of the account, the Bank reserves the right to refuse instructions for payments received via these instruments or any other method.

## 13. UPDATING OF INFORMATION

- 13.1. The Bank and the Account Holder(s) expressly agree that the latter shall be responsible for updating the information relating to the said contract.
- 13.2. Without prejudice to the provisions of paragraph 13.1 above, the Account Holder(s) shall provide the Bank with clarifications and documents the Bank may request to update the records of the Account Holder(s) at least once every five years. Corporate Account Holder(s) shall inform the Bank of any amendments to the Memorandum & Articles of Association and to provide a certified true copy of the relative update.

#### **14. AMENDMENTS TO THE GENERAL CONDITIONS**

The Bank reserves the right to lay down further terms and conditions or to amend these terms and conditions (including any fees or charges) subject to giving reasonable notice to the Account Holder(s).

#### **15. COMPUTER PROCESSING OF PERSONAL DATA**

The Account Holder(s) authorise(s) the Bank, within the limits specified by law, to store, process and interconnect their personal data provided voluntarily or other data which the Bank obtained legally, such data being intended exclusively to establish, maintain and develop commercial relations between the Account Holder(s) and the Bank, or with companies which are directly or indirectly in a controlling or group relationship with the Bank, allowing the said data to be provided for the knowledge and use of these Companies, and of others which form part of the same group as the Bank.

#### **16. DATA PROTECTION**

In terms of the Data Protection Act (Laws of Malta Chapter 440), the Bank will process the above data and any other data which you subsequently give to the Bank in any manner, for the following purposes: To give you statements and provide you with products and services; For internal analysis and assessment (including credit and/or behavioural scoring, market and product analysis); For the detection and prevention of fraud and/or other criminal activity which the Bank is legally bound to report; To develop and improve the Bank's products and services; For direct marketing, such as to inform you, by mail, telephone, fax, e-mail or other electronic means, about other products and services supplied by the Bank, its subsidiaries, associates and agents and by other carefully selected third parties, and for research purposes. Please note that your personal data may be exchanged with or disclosed to all employees of the Bank, its subsidiaries, associates and agents, including third parties entrusted with handling bulk mail, for the above purposes only. Personal data in relation to transactions effected via SWIFT (Society for Worldwide Interbank Financial Telecommunications) may be required to be disclosed to the U.S. authorities in order to comply with legal requirements applicable in the United States for the prevention of crime. You have the right to request the Bank to inform you about the personal data held about you that is processed and to request its correction where necessary. Furthermore, please inform us in writing if you do not wish to have your data processed for direct marketing purposes. Whilst the Bank may periodically request you to re-confirm the above data, you should inform the Bank immediately of any change. These terms and conditions shall be governed and constructed in accordance with Maltese Law and any dispute shall be subject to the non-exclusive jurisdiction of the Courts of Justice of Malta.

#### **Terms and conditions for operating a Term Deposit Account**

These Terms and Conditions, in conjunction with the General Terms and Conditions for operating a deposit account, govern the use of the BNF Term Deposit Account. Account means the Term Deposit Account held by the Bank in the name of the Account Holder(s).

Please read the Terms and Conditions carefully.

1. Term Deposit Accounts are not transferable and are subject to a minimum balance of €500.
2. The minimum balance for a Term deposit denominated in euro is €500. Term deposit accounts denominated in GBP, USD, and CHF are to be opened with a minimum balance equivalent to €500.

3. Additions to and withdrawals from capital on the account can only be affected on the maturity date of the account. No transactions may be affected on the account during the term of the deposit unless in exceptional circumstances at the sole discretion of the Bank. In such instances the Bank reserves the right to alter or add to the original terms and conditions for operating the account.
4. Funds placed in a Term Deposit Account are repayable upon maturity date as shown on the relative statement/certificate of deposit. Account Holder(s) shall provide specific disposal/renewal instructions to the Bank, prior to maturity date of the account or up to two working days following the date of maturity, failing which, the balance on the account will be renewed automatically for a further term at the rate and on the conditions prevailing at maturity date.
5. Credit interest is calculated on a daily basis at the contracted rate and will be paid on maturity date of the term deposit, unless otherwise stated in the specific terms and conditions for the special term deposit products. In case of term deposits exceeding one year, interest will be paid annually. Other interest payment frequencies may be established by the Bank on particular term deposit categories or in agreement with the Account Holder(s).
6. Interest will be paid according to the Account Holder(s) instructions by either crediting a savings or a current account held with the Bank or by adding to existing capital (this is only possible for terms up to 1 year).
7. The Terms Deposit Certificate will be delivered to Account Holder(s) upon the opening of the Account and when the Account is renewed, unless otherwise stated in the specific terms and conditions for the special term deposit products. In the case of accounts with terms in excess of one year, statements will be issued
8. The Bank reserves the right to lay down further terms and conditions or to amend these terms and conditions (including any fees or charges) subject to giving a reasonable notice to the Account Holder(s).

### **Terms and conditions for operating a Savings Deposit Account**

These Terms and Conditions, in conjunction with the General Terms and Conditions for Operating a Deposit account, govern the use of the BNF Savings Deposit Account. Account means the Savings Deposit Account held by the Bank in the name of the Account Holder(s).

Please read the Terms and Conditions carefully.

1. The Account Holder(s) may not withdraw more funds than the amount of cleared funds available in the Account. The Bank reserves the right to charge debit interest on the Account should, for any reason, the account become overdrawn. This is without prejudice to the Bank's right, at any time and without giving any prior notice, to set off the debit balance against any credit balance held in any account with the Bank.
2. Local bank cheques (excluding BNF Bank and Central Bank of Malta cheques) are subject to a three working day clearing cycle. If the Account Holder withdraws money against endeared deposits, he/she will be charged interest even though a credit balance is shown on the account. In the case of cheques drawn on foreign Banks, the Bank reserves the right to retain funds unavailable for a longer period in line with accepted Banking practice.
3. Cheques deposited into the account, drawn on another Bank/Branch are sent for payment to the respective Branch on which they are drawn. Withdrawals are not allowed against uncleared effects unless authorised by the Bank. Cheques deposited that are subsequently returned unpaid will be debited to the account and returned to the Account Holder(s).
4. Credit interest is calculated on a daily basis and is credited to the respective account annually, (i.e. every December). Interest will be given at a rate and on such terms and conditions as the Bank shall establish from time to time. No interest will be paid on balances less than €150.

5. Account statements will be mailed to Account Holders on a regular basis as established by the Bank from time to time. The Bank reserves the right to charge a fee for any statements requested over and above those provided as scheduled for savings accounts.
6. Without prejudice to the provisions stipulated in the 'General Terms and Conditions for Operating a Deposit Account' the Bank reserves the right to close account(s) carrying:
  - A nil balance for more than 30 days;
  - A balance below €10 for a period exceeding 6 months.
7. The Bank reserves the right to lay down further terms and conditions or to amend these terms and conditions (including any fees or charges) subject to giving a reasonable notice to the Account Holder(s).

November 2018