



LOMBARD
Lombard Bank Malta p.l.c.

TERMS & CONDITIONS FOR TERM DEPOSIT ACCOUNTS DENOMINATED IN EURO AND IN FOREIGN CURRENCY

1.0 Personal Data

1.1 Information about the account holder, and all account holder's accounts and banking relationships will be input into the Bank's databases and processed by the Bank and the Bank's affiliates in making credit decisions and servicing the account holder's relationships with them. This information may also be disclosed to the Bank's affiliates and others to provide account holder with the service applied for, for the purpose of prevention of fraud and criminal activity, audit and debt collection and so that services may be processed.

1.2 The Bank may use, analyse and assess information may use, analyse and assess information held about the account holder and about the Bank's products and services in accordance with the Bank's Data Protection Notice provided to you.

1.3 The account holder agrees to the use/processing of relative personal data in the manner set out in this Agreement.

2.0 Change of Relevant Data

2.1 The account holder undertakes to inform the Bank of any relevant changes such as:

- change of address,
- marital status,
- Tax at Source deductions on interest,
- death of joint account holder, attorney or mandatory etc.
- any changes in beneficial ownership.

The account holder also undertakes to provide updated information within 30 days of such changes.

2.2 When notifying the Bank of any change of account holder's address, the amended ID Card/Residence Document must be produced.

2.3 The Bank reserves the right to levy a charge of €25.00, or its equivalent, when, due to a change in address not previously notified, mail cannot be delivered to the account holder and is returned to the Bank.

3.0 Statements

3.1 Statements will be sent to Term Deposit account holders by post when the account is opened and when the account is renewed. In case of accounts with terms in excess of one year statements will be issued on maturity.

3.2 The account holder also binds himself to examine all periodical statements sent by the Bank and to query any discrepancies or any items in the statement within 30 calendar days from dispatch of the statement of the account by the Bank. Unless notification is received by the Bank within 30 Calendar days from dispatch of the statement, it will be understood and implied that the statement is correct and accepted by the account holder.

4.0 Execution of Instructions

4.1 The Bank may in its absolute discretion and without incurring any liability, act or decline to act upon instruction/s

received if:

- The Bank considers that the instruction/s are conflicting and / or ambiguous.
- The Bank is unable to determine the authenticity of the instruction/s with certainty.
- The Bank considers the account/s has/have been or is/are likely to be misused.

4.2 Where the Bank receives instruction/s which require conversion of currencies, it shall effect the currency conversion, and it shall use the prevailing exchange rate at the time when the instruction/s is/are processed.

4.3 Instruction/s received by facsimile transmission or electronic mail may be accepted solely at the Bank's discretion and also upon prior completion of the Bank's 'Fax and E-mail Instruction/s – Authority and Indemnity'. If the Bank executes such instruction/s, it shall do so without any responsibility on its part and in accordance with recognised banking practice. In this regard the account holder:

- Releases the Bank from all liabilities from any damages the account holder may suffer in the event that an unauthorized third party forges the account holder's signature and
- Unconditionally and irrevocably agrees to hold the Bank fully indemnified.

4.4 In fulfilling its obligations arising from laws and regulations relating to money laundering, terrorist financing and sanctions the Bank:

- May take any action it deems appropriate or reasonable on receipt of the account holder's instruction/s.
- May stop the account until the information and/or documents requested by the Bank from the account holder are received in the manner requested.
- May share information with third parties with whom the Bank maintains a business relationship.

In so doing the Bank shall not be liable for any loss or damage of any type, however occasioned, that may be suffered by the account holder or by any third party.

5.0 Uncleared

5.1 Cheques deposited into the account are sent for payment to the bank/branch on which they are drawn.

5.2 Until these cheques are honoured, they are treated as 'uncleared' effects, even if deposited in the branch where the drawer's account is domiciled. No withdrawals may be made against such uncleared effects, unless specifically authorised by the Bank.

5.3 Deposited cheques, which are subsequently returned unpaid, will be debited to the account and forwarded to the account holder for the necessary action.

5.4 For interest calculation purposes, cheques drawn on other local banks are normally considered as being cleared three (3) working days after they have been deposited into the account whilst cheques drawn on Lombard Bank are normally considered as being cleared two (2) working days

after they have been deposited.

5.5 The clearing days may change as established by the bank from time to time.

6.0 General Conditions for the Operation of the Account

6.1 The operation of the account by a person other than the account holder requires a specific written authority from the account holder to the Bank, in a form and layout as determined by the Bank.

6.2 Withdrawals can only be effected by the account holder, or by a person in whose favour a power of attorney has been drawn on the Bank's standard form, at the Branch where the account is domiciled. When effecting withdrawals, the account holder is required to present his Passport (in case of non-residents) or ID Card (in case of residents).

6.3 The Account holder has to provide specific signed instructions to the bank by not later than 2 working days prior to the maturity date of the account regarding any increase in the balance, any withdrawals, changes to tenor, changes in the interest payment method, and changes to the withholding tax.

6.4 Any additions to, or withdrawals from, the capital on the account, may only be made on the maturity date of the account. No transactions may be made during the term of the Deposit account except in exceptional circumstances and always at the Bank's sole discretion.

6.5 In the absence of specific instructions from the account holder, the balance on the account will be renewed automatically for a further term equivalent to the previous term at the rate and under the conditions prevailing at maturity date.

7.0 Minimum Balance Requirement

The minimum balance required to open and maintain a Term Deposit account is as shown below:

Account Currency	Minimum Balance
EUR (euro)	EUR 2,000
USD (US Dollar)	USD 1,000
CAD (Canadian Dollar)	CAD 2,000
AUD (Australian Dollar)	AUD 2,000
GBP (Pound Sterling)	GBP 1,000

In the case of other currencies, the Bank may determine and notify the minimum balance requirement upon request.

8.0 Breaking of Term Deposit Account

Where the Bank permits partial or complete breaking of a Term Deposit, the account holder will lose all rights to any interest accrued/paid on the account. Any funds, which are not withdrawn, will be treated as a new Term Deposit starting from the date when the account was broken, and will be subject to the conditions and interest rate prevailing on that date.

9.0 Interest Rates

9.1 The current interest rates shall be established by the Bank from time to time, and are available from any branch of the Bank or by accessing the Bank's website on www.lombardmalta.com

9.2 Interest will be paid, at the contracted rate (shown on the statement of account) on the maturity date of the deposit or, in the case of terms in excess of one year, annually according to the account holder's instructions

either:

- by addition to existing capital, (not applicable to terms in excess of 1 year); or
- by deposit to a savings or current or basic payment account held with the Bank.

9.3 Account holder may also request payment of interest on a monthly basis in respect of 1 Year Term Accounts.

10.0 Withholding Tax.

Unless advised otherwise by the account holder, withholding tax at a rate fixed by the Authorities, will be deducted from interest paid on accounts held by account holders who for tax purposes are considered as resident in Malta

11.0 Telephone calls

The Bank draws the attention of the Accountholder that it may record or monitor telephone calls in order to ensure security for its customers and Accountholders and its staff and to help maintain service quality.

12.0 General

12.1 Term Deposit Accounts are not transferable. The account holder must produce his/her ID card each time the account is operated

12.2 Funds placed in a Term Deposit Account are repayable on the maturity date shown on the relative statement of account.

12.3 In these terms and conditions, the masculine shall include the feminine and vice-versa. References to the singular shall include the plural where the meaning so implies, for example in the case of joint-account holders, and vice-versa.

12.4 The bank, at its discretion, reserves the right to lay down further terms and conditions as it may deem necessary, or to amend these terms and conditions, which new or amended conditions will become operative upon publication by the Bank or notification to the account holder. Such publication or notification shall be considered binding on the account holder, whether or not acknowledgement is requested by the Bank.

13.0 Governing Law & Jurisdiction

These Terms and Conditions are regulated by the relevant provisions of the Laws of Malta . Any disputes shall be subject to the exclusive jurisdiction of the Maltese courts or to any tribunal at the Malta Arbitration Centre. The submission by the account holder to jurisdiction as above shall not be construed so as to exclude the right of the Bank to take legal action arising out of or in connection with this account in whatever jurisdiction it may deem fit.

14.0 Severability

14.1 Each of the clauses of the Agreement is severable from the others, and if at any time any one or more of such clauses, not being of a fundamental nature, is or becomes illegal, invalid, or unenforceable, the validity, legality, and enforcement of the remaining clauses of the Agreement shall not in any way be affected or impaired.

Interested customers may collect an official version of these terms and conditions from any one of our branches.