



FOR BANK USE ONLY

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FIMBank p.l.c.  
 Mercury Tower, The Exchange Financial & Business Centre  
 Elia Zammit Street, St Julian's STJ 3155, Malta  
 Website: [www.fimbank.com](http://www.fimbank.com)  
 Company Registration Number: C 17003

Tel: (+356) 21 322100  
 SWIFT: FIMBMTM3  
 E-mail: [info@fimbank.com](mailto:info@fimbank.com)

## 1. These terms and conditions

- 1.1 These terms and conditions govern your Fixed Term Deposit Account.
- 1.2 The relationship between you and FIMBank p.l.c. shall be represented by:
  - these terms and conditions;
  - FIMBank p.l.c. General Terms and Conditions of Business;
  - any further conditions as may be set out in the Contract Note as mentioned in clause 3 below; and
  - any other documentation signed by yourself when you open a Fixed Term Deposit Account with us (the 'Account Opening Forms').
- 1.3 If any of the terms of the Contract Note or any other documentation such as the Account Opening Forms contradict any of the conditions set out in these terms and conditions, the terms set out within such Contract Note or Account Opening Forms shall apply.
- 1.4 Our relationship, these terms and conditions, and the accounts and services that we provide to you, shall be governed by Maltese Law.
- 1.5 We reserve the right to vary, amend or add to these terms and conditions at any time and will notify you of any material amendments.
- 1.6 For more information about FIMBank p.l.c., instructions on how to make a complaint and how we will use your information, please refer to the "Important information" section at the end of these terms and conditions.

## 2. Definitions

In these terms and conditions the words in bold below shall have the following meanings:

- 2.1 **Business Day** means any day other than Saturdays, Sundays, public holidays or bank holidays in Malta;
- 2.2 **Start Date** means the date on which cleared funds are received by FIMBank plc;
- 2.3 **Interest Payment Date** means the date as agreed monthly / quarterly / half yearly /or annually/ after the Start Date subject to holiday adjustments specified in Bank's General Terms and Conditions of Business. If this day falls on a day other than a Business Day, this will be moved to the next possible Business Day;
- 2.4 **the Bank / We / us / our / FIMBank plc** means a public limited company registered under the Laws of Malta, licensed as a credit institution by the Malta Financial Services Authority and listed on the Malta Stock Exchange.

## 3. Minimum Deposit

**Individuals:** A minimum deposit of EUR10,000 (ten thousand) in the respective currency is required in order to open a Fixed Term Deposit Account.

## 4. Contract Note

A contract note containing the terms of your Fixed Term Deposit Account with us will be issued to yourself on the first deposit and any other subsequent deposit, following the clearance of funds.

## 5. Interest

Interest is calculated daily at the agreed rate between the Bank and yourself. Interest will be either paid out or compounded to capital for the period agreed on a monthly /quarterly/half yearly or annual basis, depending on the term and the amount of the deposit.

### 6. Taxation

Where legally possible, we will deduct final withholding tax from interest payments, if you specifically instruct us to do so on the Account Opening Forms. Any payments of interest shall be made subject to such deductions, whether attributable to tax or otherwise, as may be required by law.

In the event that you opt for withholding tax not to be deducted, interest will be paid gross. Such accounts will be reported to the Commissioner of Inland Revenue as required by law, informing them that no withholding tax has been deducted on the account. It shall be your responsibility to declare interest received on these types of accounts on your income tax return.

### 7. Breaking of a Fixed Term Deposit Contract

All fixed term deposits apply for the term agreed between yourself and the Bank. Any breaking of a deposit is at the sole discretion of the Bank. Should the Bank agree to break a Fixed Term Deposit Account on a date which is earlier than the date previously agreed, the Bank shall not be obliged to pay any interest on the deposit.

### 8. Important information

#### 8.1 Construction

In these terms and conditions, unless the context otherwise requires:

- any reference to the singular shall include the plural and vice versa, the use of the masculine pronoun shall include the feminine, the use of the neutral pronoun shall include the masculine or the feminine as the case may be and any reference to any Statute, Law or Regulation having the force of Law or any section thereof includes reference to any modification thereto or re-enactment of such Statute, Law or Regulation having the force of Law for the time being in force;
- a person shall include any physical person, firm, company corporation or any other body or association of persons, whether such body or association is corporate or unincorporated, or any two or more of the foregoing;
- The headings are used and inserted for convenience only and shall be ignored in the interpretation of these terms and conditions.

#### 8.2 Data Protection

You authorise us to store and process your data, including personal data in terms of the Data Protection Act, 2001 of Malta (and any amendment thereof), to the extent that this is necessary for the appropriate conduct of our business relations and conforms to the applicable statutory provisions. We only record information which serves to fulfill our duties and we do this solely within the scope of the service provided to you.

##### 8.2.1 We may process personal data as well:

- for purposes concerning direct marketing to inform you about other products and services supplied by us,
- to issue Statements and provide our products and services to you;
- for internal assessment and analysis;
- for the detection and prevention of fraud, any other criminal activity (including money laundering and terrorism financing); and
- for any credit management purpose.

**8.2.2** You may object to the processing of your personal data for direct marketing purposes by sending us a written request to this effect. Your personal data may be disclosed to or exchanged with the Bank's subsidiaries, associates and agents, including third parties contracted by the Bank for the furtherance of its products (including but not limited to, the issue of credit, debit and/or payment Cards, processing of Statements and the handling of bulk mail).

**8.2.3** Personal data in relation to transactions effected via SWIFT, if any, may be required to be disclosed to the United States authorities or any other authorities as required, in order to comply with legal requirements applicable in the United States or in any other country for the prevention of crime.

**8.2.4** You have a right of access to the personal information being processed about you and where necessary, you may demand the correction of your personal data.

**8.2.5** Whilst we may periodically request you to re-confirm the information, you shall inform us immediately if such information is no longer correct and needs to be updated.

### 8.3 Complaints

Any complaints you may have are to be addressed to:

**The Complaints Office**  
**FIMBank p.l.c.**  
**Mercury Tower,**  
**The Exchange Financial & Business Centre,**  
**Elia Zammit Street, St Julian's, STJ 3155, Malta**

We will try to resolve your complaint on the phone and as soon as we reasonably can. Should we believe the matter will require more attention in order to be resolved, we will take your details and arrange for your complaint to be fully investigated and addressed as soon as possible. When we receive your complaint by email or by post, we will confirm this in writing (post and/or email) within five Business Days. It is important to note that in view of confidentiality consideration and in line with our security policy we reply via normal mail when confidential information is being transmitted.

If you are not satisfied, you may direct your complaint to the Consumer Complaints Manager at the Malta Financial Services Authority by writing to:

**The Consumer Complaints Manager Malta Financial Services Authority**  
**Notabile Road, Attard**  
**BKR 3000 Malta**

or via e-mail: [consumerinfo@mfsa.com.mt](mailto:consumerinfo@mfsa.com.mt)

### 8.4 The Depositor Compensation Scheme

The Classic Fixed Term Deposit Accounts are eligible for cover by the Depositor Compensation Scheme.

The Depositor Compensation Scheme is set up under the laws of Malta and is managed by the Compensation Schemes Management Committee. For further information about the Depositor Compensation Scheme (including the amounts covered and eligibility to claim) please refer to Annex1 in the General Terms and Conditions of Business or contact us:

**FIMBank p.l.c. Mercury Tower,**  
**The Exchange Financial & Business Centre, Elia Zammit Street,**  
**St Julian's, STJ 3155, Malta**

or refer to the:

**Compensation Schemes Management Committee**  
**c/o Malta Financial Services Authority**  
**Notabile Road, Attard**  
**BKR3000, Malta**