



**LOMBARD**  
Lombard Bank Malta p.l.c.

## TERMS & CONDITIONS FOR XTRA ACCOUNTS

### Definitions

**Account** - a Fixed Term Deposit held in the name of the Accountholder;

**Accountholder** - the person(s) in whose name(s) the account is held.

**Commencement Date** - the date on which the Fixed Term begins;

**Contract Note** - the document issued by the Bank confirming the Deposit and showing details as regards: Amount; Accountholder; Commencement Date; Maturity Date; Interest rate applicable.

**Fixed Term** - the duration for which the balance on the Account is to remain uninterrupted with the Bank i.e. being the period from the Commencement Date up to the Maturity Date, as confirmed on the Contract Note.

**Maturity Amount** - the balance on the Account including any interest due to the Accountholder on the Maturity Date;

**Maturity Date** - the date on which the Fixed Term ends. If such a date is not a working day, then the Maturity Date will be the first working day thereafter.

**Principal** - the capital sum invested at the start of a Fixed Term Deposit.

### Repayment on Maturity Date

Funds are repayable on the Maturity Date shown on the Contract Note. In the absence of instructions from the Accountholder, funds will be held by the Bank at the disposal of the Accountholder.

### Interest and Tax

Interest will be paid periodically as agreed by accountholder at the contracted rate as stated on the Fixed Term Deposit Contract Note, a copy of which will be handed to Accountholder.

Unless advised otherwise by the Accountholder, applicable Withholding Tax will be deducted from interest payable on the Account.

### Breaking a Fixed Term Deposit

The Accountholder understands and agrees that this deposit is a contract for a fixed period of years and that no funds may be withdrawn prior to Maturity Date. In exceptional cases and at its sole discretion, however, the Bank may allow the breaking of the Deposit prematurely i.e. before actual Maturity Date. In such an eventuality the Accountholder hereby authorises the Bank to deduct from the Principal the total gross interest (i.e. before deduction of applicable Withholding Tax) that would have been paid and/or accrued from Commencement Date to date of interruption/breaking of the Deposit.

### Personal Data

Information about the Client, and all Client'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 Clients's relationships with them.

This information may also be disclosed to the Bank's affiliates and others to provide the Client 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.

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

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

### Complaints Procedure

If the Accountholder is dissatisfied with any aspect of the service provided by the Bank, a written complaint should be presented to the Branch Manager.

### 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.

### General

By agreeing to these Terms and Conditions the Accountholder is confirming to the Bank that the funds in the Account are and will remain his at all times. The Accountholder hereby undertakes to inform the Bank promptly of any change of address, marital status, Tax at Source deductions on interest, changes in the beneficial ownership of the account. The Bank may ask the Accountholder to confirm in writing that the funds in the account belong to the Accountholder and will remain so. Assignment of the balance by way of security or otherwise is not permitted unless agreed to by the Bank.

The Bank shall not be held responsible if it cannot carry out its duties due to the failure or faulty working of any machine, data processing system or transmission link, any industrial dispute or anything beyond the Bank's reasonable control or that of its agents or sub-contractors.

If the Accountholder has more than one account with the Bank, the Bank may combine or consolidate such accounts and it may at anytime (including before the maturity of any term deposit) and without prior notice to the Accountholder, apply any credit balance to which he is entitled in satisfaction of any other sum due and payable by the Accountholder whether solely or jointly to the Bank.

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

The Bank shall close the Account/s upon death of the Accountholder and/or death of any one of the Accountholders in the case of joint Account/s. Account balances plus accrued interests as at time of death shall be placed in a non-interest bearing account for the benefit of the lawful beneficiaries.

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.

This Agreement is governed by 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 Accountholder 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 deem fit.

### Severability

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.

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Accountholder's Signature

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Accountholder's Signature

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