

# **Depositor Information Sheet**

Deposits at Banca Farmafactoring S.p.A. are protected by:	The Italian Deposit Guarantee Fund (Fondo Interbancario di Tutela dei Depositi (FITD)) <sup>(1)</sup>
Protection limit:	EUR 100,000 per depositor <sup>(2)</sup>
If you have more deposits with the same credit institution:	All deposits at the same institution are 'aggregated' and the total is subject to the limit of 100.000 EUR (2)
If you have a joint account with (an)other person(s):	The limit of EUR 100,000 applies separately to each depositor <sup>(3)</sup>
Period of repayment in the event of insolvency of credit institution:	15 working days from 1 January 2019 to 31 December 2020; 10 working days from 1 January 2021 to 31 December 2023; 7 working days from 1 January 2024 (4)
Reimbursement currency:	Euro
In case of questions to Banca Farmafactoring S.p.A. in regards to your account:	Kundenservice WeltSparen Postfach 13 02 07 13601 Berlin - Germany Tel: +49 30 770 191 291 www.weltsparen.de
In case of questions relating to the Deposit Guarantee Scheme and your reimbursement:	Fondo Interbancario di Tutela dei Depositi Address: Via del Plebiscito 102, Rom, Telephone: +39-06-699861 Fax: +39-06-6798916 E-Mail: infofitd@fitd.it
Further information about Deposit Guarantee Scheme:	www.fitd.it



#### Additional Information:

### (1) Scheme responsible for the protection of your deposit

Your deposit is guaranteed by a contractual scheme officially accredited as a Deposit Guarantee Scheme (Sistema de Garantía de Depósitos). In the case of your financial institution filing for insolvency, your investment will be refunded up to an amount of EUR 100,000.

#### (2) General limit of protection

A customer will be compensated by a deposit guarantee scheme, if he is unable to access his deposit due to his bank being unable to fulfil its financial obligations. Deposits held at one and the same bank will be refunded up to a consolidated amount of EUR 100,000. This means, that all deposits of a customer held with one bank are consolidated to determine the refundable amount under consideration of the guarantee limit. If, for example, a customer has a savings account with a credit balance of EUR 90,000 and a current account with a credit balance of EUR 20,000, then only EUR 100,000 will be refunded.

### (3) Limit of protection for joint account

The guarantee limit of EUR 100,000 applies for each individual beneficiary. Credit balances in accounts owned by two or more individuals as owners of a company, members of an unincorporated association or similar organization will be consolidated and the guarantee limit applies in the same way as it does to a single account holder.

### (4) Reimbursement

The responsible Deposit Guarantee Scheme is

Fondo Interbancario di Tutela dei Depositi, Via del Plebiscito 102, Rome, Italy

Email: infofitd@fitd.it Website: http://www.fitd.it

The F.I.T.D. will reimburse your deposits (up to 100,000 euros) within: 15 working days from 1 January 2019 until 31 December 2020; 10 working days from 1 January 2021 until 31 December 2023. From 1 January 2024 within 7 working days. The right to reimbursement expires five years after the date on which the effects of the measure initiating the compulsory administrative liquidation of the bank take effect. Expiration is avoided by filing a petition with a court, unless the trial ends, or by recognition of the claim by the guarantee system (see Article 96-bis.2, paragraph 4, of Legislative Decree 1 September 1993, No. 385 – "Testo Unico Bancario"). Until 31 December 2023, if the F.I.T.D. does not reimburse within seven working days, it must nevertheless ensure that each of the holders of a protected deposit who has requested it receives, within five working days of the date of the request, a sufficient amount to enable it to meet its current expenses, charged to the amount due by way of reimbursement. The amount is determined by the F.I.T.D. in accordance with the criteria laid down in its Statutes. If you do not reimburse within these time limits, contact the deposit guarantee scheme, as there may be a time limit for claiming reimbursement. Further information can be obtained at the following Internet address: http://www.fitd.it.



### Banca Farmafactoring S.p.A., Sucursal España

**Registered Office:** Paseo de la Castellana, 81 planta 9 28046 Madrid **Telephone number** for customer

inquiries: +34 900 848 022

Fax: +34 91 591 65 21

E-Mail: info@cuentafacto.es

URL: www.cuentafacto.es

Spanish tax file number [NIF]: W00560351

Registered in the Spanish Registry of Banks under

**no.:** 1554

Registered at the commercial registry of Madrid in

volume 33.383, page 148, section 8, ledger

M-600965

#### **GENERAL TERMS AND CONDITIONS**

This agreement governs the relationship between the customer (a private individual) and Banca Farmafactoring S.p.A., Sucursal en España (a Spanish subsidiary) (hereinafter referred to as the "bank") in relation to all products and services obtained by the customer in exercising his commercial and professional occupation or in relation to it (hereinafter referred to as the "agreement", the "General Terms and Conditions" or the "service agreement"). The products and services are, in addition to these General Terms and Conditions, subject to the Special Terms and Conditions, whereas the latter apply in the case of inconsistencies between the General and the Special Terms and Conditions. Attachment "Prices and Charges" [Anexo de Precios y Tarifas] applies, which is annexed to and forms part of this agreement. These documents will be provided to the customer prior to the execution of this agreement. The present General Terms and Conditions supersede all preceding General Terms and Conditions, which may have been agreed between the parties at an earlier date.

The Customer confirms that the bank has furnished with suitable, complete, current, comprehensible information, enabling him to make a well-informed decision on the purchase of the product being the subject matter of this agreement. The customer confirms in particular, that he has received the product prospectus prior to entering into this agreement, that the material product terms were sufficiently explained to him and that the bank has alerted him to the schedule of prices and charges ordinarily used or offered for the most common banking transactions with individuals featuring the most common customer characteristics; the schedule of prices and charges is available for review at the bank's website. This serves to warrant the client to inform himself on the risks associated with the products and services under this agreement.



#### 1 Subject matter of the agreement

- 1.1. Subject matter of this agreement is a fixed-term deposit (the "**fixed-term deposit**").
- 1.2. Products and services offered by banks may only be purchased by individuals who are of age, have full legal capacity and are residents of the Republic of Ireland, unless specified otherwise in the Special Terms and Conditions of the respective product.

# 2. The customer: Criteria to classify as a personal consumer and customer identification

- 2.1 A customer is not classified as a "consumer" for the purposes of the present agreement or a "personal consumer" for the purposes of the Consumer Protection Code 2012, or certain other regulatory reqirements, if the customer is acting for the purposes of their business, trade or profession.
- 2.2 When the Agreement is made and, when required, whenever individual transactions are executed, the Customer has to provide the Bank with his/her own personal details and all necessary and current information required by the applicable antilaundering legislation and implementing provisions, the operating and procedures adopted by the Bank at any time, to assure compliance with the applicable statutory and regulatory provisions and security of transactions. The Customer promptly has to inform the Bank of all changes in his/her address, including e-mail address, telephone number, and all changes in the previously provided information.
- If the Customer does not comply with these obligations and does not provide all the documentation and/or information required by the Bank, the latter, in accordance with the provisions applicable from time to time, will refrain from establishing the business relationship, or may evaluate to suspend the Client's operations until he/she has provided all the documents and information requested and in any case shall be entitled to terminate the same relationship if already in force.

### 3. Term of the agreement

Without prejudice to the term specified in the Special Terms and Conditions for the respective product or the respective service, the present agreement becomes effective upon execution and remains in effect for as long as the customer actively uses a product or a service of the bank.



# 4 Exclusive agreement

4.1 The banking products and services offered by the bank are only offered to a customer who is party to the respective agreement and are non-transferable. Only one (1) account holder (customer) is permitted for the fixed-term deposit account.



In compliance with the respective regulation, all customers, who are individuals and use products and/or services, are obligated to furnish a copy of their identity card or a similar identification document to the bank.

4.2 All persons acting as customers in relation to products or services are severally liable for all rights and obligations arising from the acts of each individual person.

#### 5 Interest, commission and charges

- 5.1 The nominal interest rates, the effective interest rate (the "effective interest rate") and the commissions and charges of the banking products and services governed by the present General Terms and Conditions are specified in the respective Special Terms and Conditions and in the attachment "prices and charges". The bank may deduct charges for credit transfers from the amount to be credited to the customer. Interest, charges, and commissions payable for the contractual banking transactions will be credited to or debited from the account specified by the customer.
- 5.2 The bank reserves the right to modify the compounding interest rates, commissions and charges at any time in accordance with clause 7 of these General Terms and Conditions.
- 5.3 The information on the terms and conditions applicable to the banking products and services contained in the present agreement is provided to the customer free of charge.
- 5.4 The bank reserves the right to introduce additional charges and/or commissions for the performance of additional services at any time in accordance with clause 7 of these General Terms and Conditions.

### 6 Notices

6.1 The parties may serve notices on each other in writing to the address for notices of the respective party, electronically or in another durable form and in accordance with the statutory requirements. Notices requiring the written form may be sent to the mailing address nominated by the customer, electronically or in another durable, non-paper-based form. The bank is permitted to use such means of communication as enables the customer to access, download, and reproduce unaltered information within a reasonable time.



- 6.2 The customer must notify the bank of changes to his mailing address and his e-mail address, such notice of modification becoming effective upon receipt by the bank.
- 6.3 The customer expressly agrees, that all notifications and notices will be sent to him or made available by the bank electronically and in compliance with the applicable statutory provisions, expressly including e-mail, SMS and telephone.

#### 7 Modification of conditions

The bank may modify the originally agreed conditions at any time, by giving the customer notice of the modification no less than one months' prior to such conditions becoming effective. The customer may terminate the agreement with immediate effect and at no cost to him in the time between the date of receipt of the notice and the effective date of the modified conditions. Unless the agreement is terminated, the modifications proposed by the bank are deemed accepted by the customer and become effective at the date provided. If the customer is not classified as a consumer, such notice of modification may be published on the bank's website for the duration of one month; the customer is entitled to terminate the agreement within this period in the way specified above and with the same legal implications. All modifications that are for the benefit of the customer as well as all modifications to the reference interest rate and foreign exchange rates subject to the present agreement may be applied without the observation of a waiting period and without prior notice. The customer may review the revised applicable interest rates and foreign exchange rates on the bank's website.

#### 8 Termination and rescission

- 8.1 Any banking product and any banking service may be terminated by the customer at any time, unless provided otherwise in the Special Terms and Conditions. The interest and compounding charges accrued until the terminate date are payable upon termination and will be credited to or debited from the account specified by the customer prior to termination.
- 8.2 Subject to the applicable statutory regulations not prescribing a longer notice period, the bank may terminate the agreement prior to its expiry with a notice period of two (2) months. The aforementioned notice period is not applicable and the agreement may be terminated with immediate effect, if one of the parties fails to perform their contractual obligations (in particular if false information has been provided, false documents have been presented, or in the case of suspected fraud or money laundering), or if important



reasons exist, which have changed the circumstances giving rise to the present agreement. The customer's right to rescind from this agreement is subject to all his liabilities owing to the bank to be in good standing.

- 8.3. The bank reserves the right to deem a certain banking product or banking service as no longer used, if such product does not account for any other transaction apart from the regular interest credits over a period of at least one year. If all banking products of a client are deemed as no longer in use under this clause, then the bank will deem the client inactive.
- 8.4. Pursuant to the provisions of the Act 22/2007 dated 11 July 2007, on the distance selling of financial services to consumers, the customer may rescind from this agreement within fourteen (14) days from execution without stating reasons and without penalty, by notice submitted to the registered office of the bank; the notice of rescission must be submitted via a method approved by law which permits the establishment of a proof of receipt. The customer is obligated to bear the costs for financial services factually rendered by the bank until the date the rescission from this agreement becomes effective. After receipt of the notice of rescission, the bank will collect the respective amount in the same way as in the case of a product being terminated or an agreement being annulled.

# 9. Privacy

9.1 Who is responsible for processing your data?

The Data Controller is Banca Farmafactoring S.p.A., Branch in Spain, Tax ID № W0056035I, c/ Luchana 23, 3ª planta, 28010, Madrid, telephone 900 848 022, email <a href="mailto:sac@bffgroup.com">sac@bffgroup.com</a>

The Representative of the Data Controller, responsible for representing that entity, is the Legal Representative of the Branch.

The Bank has appointed a Data Protection Officer (DPO). You may contact the DPO at the following email address <a href="mailto:dpo@bffgroup.com">dpo@bffgroup.com</a> or by post for the attention of the DPO at the address above.



9.2 What purposes do we process your data for?

In accordance with Articles12 and 13 of the GDPR we notify you that as a client your personal data is processed by Banca Farmafactoring S.p.A. Branch in Spain for the following purposes:

- 1- Customer management, to be able to provide an appropriate service, including the processing and handling of the opening of the Facto Deposit.
- 2- For compliance with legal (in particular, under money laundering rules), accounting and tax obligations.

In relation to compliance with legal obligations, it is worth specifically mentioning that compliance with the law on money laundering may require automated decisions including profiling. In such cases, depending on a series of factors such as nationality, residence, professional activity, clients are classified according to risk in accordance with Law 10/2010 on the Prevention of Money Laundering and the Financing of Terrorism and regulations made under it. The processing of such data is integral to compliance with the customer due diligence required of those subject to the legislation, as banking entities are. Depending on the client's assessed level of risk, additional documents may be requested to verify professional activity, the sources of savings and address.

Under the agreement for the provision of services between Banca Farmafactoring SpA, Branch in Spain, Raisin and Raisin Bank AG, all operational communication and direct contact with the client that may be necessary during the continuance of the contractual relationship will be carried out by RAISIN GMBH and Raisin Bank AG.

If you are using our website - even if you are not a client of the Company - as well as this document, we recommend that you read the Privacy and Cookies Policy of our website.

9.3 What is the legal basis for the processing of your data?

The main legal basis in accordance with the GDPR is the initiation or execution of a contract and compliance with legal obligations. The supply of the data requested (identifying data, residence, those referring to your professional activity or work, contact



data and any other), whether they are required to satisfy a legal obligation (tax legislation, money laundering and financing of terrorism, or others) or are purely functional for the operation of the contractual or pre-contractual relationship (Facto Deposit Contract), is necessary and any refusal to provide the data will make it impossible to carry out the steps which are necessary for the signing and implementation of the contract. Your personal data must be true, complete, accurate and up-to-date, so any changes must be notified without delay to RAISIN GMBH and Raisin Bank AG so that they may proceed to report the changes to Banca Farmafactoring S.p.A., Branch in Spain.

#### 9.4 Which recipients will your data be conveyed to?

The processing is carried out by designated personnel and fulfilment of the stated purposes may also involve the transmission and communication of your data to third parties, that is, third parties authorised to process your data, since they are themselves data controllers and carry out or provide specific services which are necessary to the operation of the contractual relationship, such as providers of ICT or back office services, agencies, consultants or auditors, etc., all subject to applicable data security requirements. The list of the names of all the companies belonging to the categories mentioned is available at the registered office of the Company.

Your personal data may be conveyed to the Tax Administration or the Bank of Spain in compliance with legal obligations and to courts or tribunals in the course of criminal investigations or judicial proceedings.

Additionally, in accordance with current laws, financial institutions have certain obligations regarding information and due diligence relating to financial accounts in the field of mutual assistance (Foreign Account Tax Compliance Act -FATCA-introduced by the United States of America, and the Common Reporting Standard -CRS- introduced by the OECD). Specifically, financial institutions must identify the place of residence of the persons who have ownership or control of certain financial accounts and provide information to the Tax Administration regarding such accounts in



accordance with the provisions of Council Directive 2011/16/EU, of 5 February 2011. All financial institutions must inform each physical person subject to such reporting that certain information about that person will be provided to the Tax Administration and that it will be transferred to the relevant Member State.

The data can also be conveyed to the SEPBLAC or other competent authorities under current money laundering rules. In particular, the client is notified that the client's data must be reported monthly under current legal requirements relating to money laundering which require the notification to SEPBLAC of the opening or closing of any current account, savings account, securities account or term deposit, regardless of its commercial name, to the Financial Ownership Database, whose Database Manager is the Secretary of State for the Economy and Business Support, with SEPBLAC acting as the Data Controller on behalf of the Secretary of State.

Your personal data may also be communicated to banks and credit institutions for payment management purposes.

In addition, the data may be communicated to our parent company in Italy (Banca Farmafactoring S.p.A., with registered office at Via Domenichino 5 - 20149, Milan) for the purpose of overseeing the management of the Group as a whole. This communication of data is based on a legitimate interest in transmitting personal data within the group of companies for internal administrative purposes, as recognised by the GDPR.

9.5 What are your rights when you provide us your data?

Current legislation gives the owner of the data a series of rights that we recommend you consider carefully. You have the rights to:

# 1. Access to the following information, among others:

- purposes of the processing,
- categories of personal data processed,
- the recipients or categories of recipients to whom the personal

General Terms and Conditions for **fixed-term deposit accounts** via the the internet-platform Raisin valid from 20.04.2020 - page 9 /19



- data have been or will be conveyed, in particular, recipients in third countries or international organisations,
- the existence of the right of the owner to request the data controller to rectify or delete personal data or to restrict or object to the processing of his/her personal data.

#### 2. Rectification, which means:

- the rectification of inaccurate personal data concerning you without undue delay,
- supplementation of incomplete personal data, including through an additional declaration.

# 3. The erasure of personal data that concern you without undue delay, if:

- the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed,
- the owner withdraws his or her consent and there is no other legal basis for the processing,
- the owner objects to the processing and there are no overriding legitimate reasons for the processing,
- the personal data have been processed unlawfully,
- the personal data must be erased to comply with a legal obligation.

#### 4. Restriction of processing:

- in the event the accuracy of the personal data is challenged, during a period that allows the data controller to verify the accuracy of such personal data,
- when the treatment is unlawful and the owner objects to the erasure of the personal data and requests instead the restriction of its use,



- when the data controller no longer needs the personal data for processing purposes, but the data subject needs them for the formulation, exercise or defence of claims,
- if the data subject objects to the processing in exercise of the right of objection.
- Receive notification in the case of rectification or erasure of personal data or restriction of processing.
- 6. Data portability, that is, the right to receive personal data concerning you in a structured, commonly used and mechanically readable format, and the right to transmit such data to another data controller, where applicable:
  - the processing is based on the express consent of the owner for one or more specific purposes or takes place under a contract entered into with the owner, and
  - the processing is performed by automated means.
- Object at any time, for reasons related to the data subject's particular circumstances, to the processing of personal data concerning the client.

You have the right to make a complaint to the Bank if you believe that the rights listed here have not been given effect or if you are not satisfied with the service we provide.

To make a complaint, please contact Banca Farmafactoring SpA, Branch in Spain, by sending a certified letter to Paseo de la Castellana, 81 planta 9 28046, Madrid, accompanied by a photocopy of the official document that identifies you or by email to <a href="mailto:sac@bffgroup.com">sac@bffgroup.com</a>. If you are not satisfied and you come within the jurisdiction of the Financial Services & Pensions Ombudsman, you are entitled to take your complaint to the Financial Services & Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2.



Only in certain cases provided for under legal requirements relating to money laundering may data be obtained from third parties. For example, data from sanctions lists, public authorities and others with relevant information on the subject, among other possible sources.

#### 9.7 How long will we keep your data?

Your personal data will be kept for the duration of the implementation of the contract. Your personal data will be kept for a further period of ten years in order to comply with legal obligations, including obligations under laws relating to money laundering and the financing of terrorism. Then the data will then be deleted.

#### 10. Applicable Law and Jurisdiction

- 10.1 This agreement is governed by Spanish Law. This choice of law does not deprive a customer of his rights under the mandatory provisions of the law of his country of habitual residence.
- 10.2 The parties submit to the courts holding jurisdiction under the applicable laws for all claims and proceedings.

#### 11. Severability clause

If one of the provisions of this agreement is or becomes unlawful, void or unfeasible, then the other provisions of this agreement remain unaffected.

### 12. Responsible supervisory authority

Banca Farmafactoring S.p.A., Sucursal en Espana with registered offices in Paseo de la Castellana, 81 planta 9 28046 Madrid trading also as BFF, is an authorised bank by the Banca d'Italia in Italy and is also under supervision in Spain by the Spanish Central Bank Banco de España (Calle Alcalá 48, 28014 Madrid) and is registered as a subsidiary company in the register of the Spanish Central Bank under number 1554 as well as in the commercial registry of Madrid in volume 33.383, page 148, section 8, ledger M-600965. Banca Farmafactoring S.p.A., Sucursal en Espana is also regulated by the Central Bank of Ireland for conduct of business rules in Ireland.



#### 13. Deposit Guarantee Fund

#### 13.1 General information

Banca Farmafactoring S.p.A., Sucursal en España is a member of the Italian Deposit Guarantee Fund Fondo Interbancario di Tutela dei Depositi (FITD) with registered offices in Vía del Plebiscito, 102 (Rome, Italy), which indemnifies customers for deposits of up to EUR 100,000 per customer. Further information on the Deposit Guarantee Fund is available on the Internet at www.fitd.it and www.bancafarmafactoring.it.

# 13.2. General information on the Deposit Guarantee Scheme

(1) Responsible Deposit Guarantee Scheme Your deposit is guaranteed by a contractual scheme officially accredited as a Deposit Guarantee Scheme (Sistema de Garantía de Depósitos). In the case of your financial institution filing for insolvency, your investment will be refunded up to an amount of EUR 100,000.

#### (2) General guarantee limit

A customer will be compensated by a deposit guarantee scheme, if he is unable to access his deposit due to his bank being unable to fulfil its financial obligations. Deposits held at one and the same bank will be refunded up to a consolidated amount of EUR 100,000. This means, that all deposits of a customer held with one bank are consolidated to determine the refundable amount under consideration of the guarantee limit. If, for example, a customer has a savings account with a credit balance of EUR 90,000 and a current account with a credit balance of EUR 20,000, then only EUR 100,000 will be refunded.

### (3) Guarantee limit for joint accounts

The guarantee limit of EUR 100,000 applies for each individual beneficiary.

Credit balances in accounts owned by two or more individuals as owners of a company, members of an unincorporated association or similar organization will be consolidated and the guarantee limit applies in the same way as it does to a single account holder.

### (4) Refund

Responsible Deposit Guarantee Scheme Fondo Interbancario di Tutela dei Depositi Address Via del Plebiscito 102, Rome, Italy

Telephone: +39-06-699861 Fax: +39-06-6798916 E-Mail: infofitd@fitd.it Website: http://www.fitd.it



The F.I.T.D. will reimburse your deposits (up to 100,000 euros) within: 20 working days until 31 December 2018; 15 working days from 1 January 2019 until 31 December 2020; 10 working days from 1 January 2021 until 31 December 2023. From 1 January 2024 within 7 working days. The right to reimbursement expires five years after the date on which the effects of the measure initiating the compulsory administrative liquidation of the bank take effect. Expiration is avoided by filing a petition with a court, unless the trial ends, or by recognition of the claim by the guarantee system (see Article 96-bis.2, paragraph 4, of Legislative Decree 1 September 1993, No. 385 – "Testo Unico Bancario"). Until 31 December 2023, if the F.I.T.D. does not reimburse within seven working days, it must nevertheless ensure that each of the holders of a protected deposit who has requested it receives, within five working days of the date of the request, a sufficient amount to enable it to meet its current expenses, charged to the amount due by way of reimbursement. The amount is determined by the F.I.T.D. in accordance with the criteria laid down in its Statutes. If you do not reimburse within these time limits, contact the deposit guarantee scheme, as there may be a time limit for claiming reimbursement. Further information can be obtained at the following Internet address: http://www.fitd.it

#### (5) Additional important information

The credit balances of all small investors and companies are generally protected by the Deposit Guarantee Scheme. You may review exemptions applying for specific types of credit balances on the website of the responsible Deposit Guarantee Scheme. Upon request, the bank will also inform you on, whether certain banking products are covered or not. If a credit balance is covered, the bank statement will contain a respective annotation.

# 13.3 Applicable law: https://www.fitd.it/Normative/Normativa primaria



#### 14 Claims and complaints

The customer may, without prejudice to legal relief available to him, contact customer service (Servicio de Atención al Cliente) for the clarification of all claims or complaints of the customer stemming from the interpretation, application, fulfilment and performance of this agreement; the contact details of customer service are published on the bank's website.

Without prejudice to the preceding provisions and if the customer believes that his claim is ignored, or if he has not received a response within two (2) months of submitting his complaint, or if he objects to the respective decision by the bank, the customer may submit his claim or objection to the responsible government office, which is the complaints service of the Spanish Central Bank as the authority responsible for all complaints relating to transparency rules, customer protection or proven banking practices and customs.



# GENERAL CONDITIONS OF THE FIXED-TERM DEPOSIT

- 1 Characteristics of the fixed-term deposit
- 1.1 The fixed-term deposit is an agreement of savings deposit for a fixed term and is not transferable. The fixed-term deposit will be funded by debiting the deposit amount from the account specified by the customer; the deposit amount and interest will be credited to the account on the maturity date.
- 1.2 The currency of the fixed-term deposit is the Euro.
- 1.3 The customer may access the fixed-term deposit and dispose of the deposited funds; he shall for this purpose submit his instructions to the following e-mail address of the bank:\_\_\_\_\_\_.
- 1.4 The balance of the fixed-term deposit is not permitted to fall below the amount specified in the respective applicable Special Terms and Conditions.



# 2 Term, maturity and termination of the fixed term deposit account.

- 2.1 The fixed-term deposit account allows the customer to make several deposits under the terms offered by the bank at the respective date, whereas the maximum deposit amounts prescribed by the Special Terms and Conditions apply for each individual deposit and for the entire account.
- 2.2 The customer may terminate the fixed-term deposit account in compliance with the termination provisions contained in the Special Terms and Conditions.
- 2.3 If provided in the product information sheet the fixed-term deposit will be automatically prolonged after maturity for a deposit period of the same length and pursuant to the interest rate and other terms and conditions of the product effective on the prolongation day, provided that if the term of the original term deposit exceeds one year the term deposit shall only be prolonged for one year pursuant to the interest rate and other terms and conditions of the one year term deposit product effective on the prolongation day. The customer can examine the current interest rates on the Raisin website. The Customer can opt out from automatic prolongation until 5 days before maturity.
- 2.4 If automatic prolongation does not apply to a product according to the Product Information Sheet, the term deposit will not be automatically renewed after expiration of the initial term. Renewal is subject to the specific conditions of the respective term deposit as announced in the information sheet provided on the internet platform.



2.5 The bank will transfer the respective amount to the account specified by the customer on the maturity date of the respective deposit.

#### 3 Interest

- 3.1 The credit balances held in the fixed-term deposit account bear interest from the time of deposit at the interest rate agreed at the time of entering into this agreement.
- 3.2 Interest on the respective credit balances accrues daily for 365 days per annum and from the time of factually forming the credit balance on the fixed-term deposit account until one day prior to maturity.
- 3.3 Interest for all credit balances of the fixed-term deposit account falls due and is payable quarterly and will be credited to the account specified by the customer after the deduction of withholding tax; the amount of taxes withheld is determined by the duration in which interest was earned. Interest will be calculated on the credit balance from the time of the deposit being factually invested until the maturity date.

#### 4 Rescission

- 4.1 The customer may rescind from the fixed-term deposit agreement pursuant to clause 8 of the service agreement.
- 4.2 Upon receipt of a notice of rescission, the bank will put the customer in the same position as if the fixed-term deposit had never been agreed upon, and it will transfer the credit balance to the account specified by the customer.