

TOP SAVER PRO SAVINGS ACCOUNT – SPECIFIC TERMS AND CONDITIONS

1. Definitions

The terms used in these Top Saver Pro Savings Account Specific Terms and Conditions, unless defined herein or the context otherwise requires, shall bear the same meaning assigned to them in the General Terms and Conditions of the Bank.

“Bank”, “we” or “us”, means FCM Bank Limited.

“Interest Payment Date” means credited monthly on the last day of each month.

“Linked Account(s)” means a personal account (individual or joint) in your name, or names in case of a joint account, with another credit institution where accounts may be held, which we link to your Savings Account. This means that each Savings Account is linked to a Linked Account(s).

“Start Date” means the date on which funds are received by the Bank.

2. The Top Saver Pro Savings Account

The Savings Account is denominated in Euro (€ or EUR). To open a Savings Account, you must have a Linked Account(s) with another credit institution where accounts may be held, in the name of the same applicant or applicants in case of a joint Savings Account.

The Account is a *Tiered-Rate Account*, wherein varying interest rates are paid based on the balance amount in Euro held in the account. This means that the account has multiple tiers, with each tier having a different interest rate. The account holder will earn a certain interest rate on the balance held in each tier. The tiered bands are on a decreasing basis; this means that the interest rates and your total income decrease as the amount in your savings account increases. The total annual interest rate is the resulting average rate paid on the total deposit balance. An example is provided herewith illustrating the average interest rate earned on various amounts placed for a 1 year period.

| Brackets | Tiered Rate Bands | 10,000.00 | 25,000.00 | 30,000.00 | 50,000.00 | 100,000.00 |
|--------------------|--------------------------------|--------------|--------------|--------------|--------------|--------------|
| 0.01 - 9999.99 | 2.48% | 9999.99 | 9999.99 | 9999.99 | 9999.99 | 9999.99 |
| 10,000 - 24,999.99 | 2.08% | 0.01 | 15000 | 15000 | 15000 | 15000 |
| 25,000 + | 1.58% | 0 | 0.01 | 5000.01 | 25000.01 | 75000.01 |
| | Average rate p.a. gross | 2.48% | 2.24% | 2.13% | 1.91% | 1.74% |

3. Interest rates quoted are liable to change and any changes in the interest rates will be governed under Section 5 below.

4. Minimum Deposit

A minimum amount of Euro 2,000 (two thousand) depending on your choice of currency must be deposited in order to open the Savings Account. There is no limit on the maximum amount that may be deposited into the Savings Account. There are no minimum or maximum deposit requirements for additional deposits made thereafter by the account holder/s.

5. Interest

Interest is calculated daily and is accrued on a 365-day basis. Interest will be paid monthly and will be paid into your Savings Account. Interest shall accrue at the rate(s) indicated at the time of your application. In addition, you may obtain our current interest rates by visiting our website, calling us, by looking at our general tariffs, or by asking a member of our staff at our branch.

The Bank may, at its sole discretion and from time to time, vary the same interest rates.

When we change the interest rates on your account, we will notify you of the change by posting it in the Savings Account section on our website and by either sending you a secure message via internet banking, by email on the e-mail address we have on file or by addressed post. If the change is favourable to you, it will be immediately applied. If the change is not favourable, we will give you 15 days notice before we apply the changes. The 15 days period will give you reasonable time to take any decisions on your account.

6. Withdrawals

Withdrawals may be made at any time without prior notice. Withdrawals will all be free of any charges or fees, provided that you maintain a minimum balance of EUR 2,000 in the Savings Account on an on-going basis. Amounts withdrawn from the Savings Account will be transferred to the Linked Account(s) provided by the account holder/s. We shall not execute any transaction

where you are the sole payer unless we receive your prior consent to do so before the transaction takes place.

7. Electronic Payments

Transfers and electronic payments paid into an Account from the Linked Account(s) will be affected by close of business on the same Business Day, provided that the transfer takes place prior to the Cut-Off Time.

Should a transfer take place after Cut-Off Time, we will credit such funds on the business day on which we receive the relative funds provided it is a business day.

8. Closing your Account

Should you wish to close the Savings Account, you may inform the Bank in writing or via a secure message on Internet Banking. In the case that you wish to close the Savings Account, the Bank will transfer the balance held in the Savings Account, together with accrued interest up to the date of the receipt of the notice by the Bank (after deducting tax, if applicable, and any amount and charges that may be due), to your Linked Account(s). Where you make use of the Bank’s internet banking services, you may also choose to transfer the said balance to your Linked Account(s) by following the instructions and guidelines found on the Bank’s website.

If the amount deposited in the Savings Account falls below Euro 2,000 for a continuous period of one (1) month, the Bank may inform you via an e-mail or addressed mail to request that you deposit sufficient funds to ensure that a minimum amount of Euro 2,000 is maintained in the Savings Account. If you fail to deposit the funds within two (2) months from the date when the notice has been sent by the Bank, then the Bank may terminate the Savings Account and transfer the remaining balance held in the Savings Account to your Linked Account(s).

No charges or fees will be charged by the Bank for the termination and closing of the Savings Account.

9. Fixed Term Deposit

Customers who have opened a Fixed Term Deposit Account will have their interest payments due under the Fixed Term Deposit Account credited to their Savings Account and in this case, the minimum deposit required to be deposited in the Savings Account will not be applicable. Any balances which are not withdrawn following an interruption of a Fixed Term Deposit will be transferred by the Bank to the account holder’s Savings Account.

10. Linked Account(s)

Each Savings Account is connected to a Linked Account(s). The Linked Account(s) must bear the same name as the new Savings Account opened with the Bank. You can deposit funds into the Savings Account only by transferring funds from the respective Linked Account(s). You can make a withdrawal from your Savings Account only by transferring funds back to the Linked Account(s).

11. Fees and Charges

For further information regarding the Bank’s fees and charges please read the Bank’s Guide to Fees and Charges which can be found on the Bank’s website.

12. Statements

Holders of Savings Accounts shall additionally have access to electronic account statements on a monthly basis if any financial transactions have taken place in such accounts in the prior month.

13. Unauthorised transactions

Upon receipt/availability online of your statements, you must read these carefully. In order to prevent fraud, if you do not recognise any transaction shown on your statement or if you think any payment, you have authorised has been executed incorrectly, you must immediately inform us on +356 2248 8000. If you do not inform us immediately (at the latest within 13 months of the date the transaction was deducted from your account), you may not be entitled to have any errors corrected. We may require you to prove to us that the payment in question was indeed unauthorised and in so doing, may request that you provide us with such evidence and other information.

Whilst the investigation is taking place, if we are required to do so, we will credit your account with the amount claimed by the next business day (reserving the right to re-debit the monies

TOP SAVER PRO SAVINGS ACCOUNT – SPECIFIC TERMS AND CONDITIONS

should the payment result to have been authorised). On conclusion of the investigation, we may refund the full payment amount or advise that the unauthorized transaction claim has been rejected. A charge may be applicable.

14. The Banks liability for unauthorised transactions

Where it transpires that a transaction was not authorised by you, we shall refund the amount of the unauthorised payment transaction by not later than end of the following business day after noting or being notified of the transaction, unless we have reasonable grounds to suspect fraud in which case we will communicate in writing such grounds to the relevant national authority. Where applicable, we shall restore the debited account to the state in which it would have been had the unauthorised payment transaction not taken place. This shall also ensure that the credit value date for your account shall be no later than the date the amount had been debited.

15. Liability for unauthorised transactions

You may be obliged to bear the loss relating to an unauthorised transaction up to a maximum of Euro 50, as a result of the use of a lost, stolen or misappropriated payment instrument.

There shall be no such obligation where the loss, theft or misappropriation was not detectable by you, before the payment or the loss was caused by the acts of or lack of action of an employee, agent or branch of ours.

However, where you act fraudulently, or breach the terms and conditions governing the payment instrument or with intent or gross negligence fail to follow the instrument terms and conditions and/or fail to notify us without undue delay on becoming aware of the loss, theft, or misappropriation or unauthorised use of the payment instrument, you shall bear the full amount of the loss.

Once you notify us of an unauthorised transaction resulting from loss, theft or misappropriation of a payment instrument, you shall not bear any financial consequences resulting from such use of the instrument, unless you have acted fraudulently.

16. Non Payment Account

The Top Savers Account does **not** qualify as a “Payment Account”. Transactions can only be effected to and from the Linked Account..

17. Terms and Conditions

These Specific Terms and Conditions apply to the Savings Account in addition to the Bank’s General Terms and Conditions which are available on the Bank’s website or on request. These terms and conditions are to be read in conjunction with the General Terms and Conditions. Where there is any inconsistency between the General Terms and Conditions and the Specific Terms and Conditions, these Specific Terms and Conditions shall apply. The Savings Account is subject to the Depositor Compensation Scheme established under the laws of Malta, which guarantees deposits denominated in EUR and any EEA currency up to €100,000 or equivalent.

*The Bank reserves the right to vary, amend or add to these terms and conditions at any time for security, legal, regulatory or market reasons or changes in internationally accepted banking practice as further specified in the Bank’s General Terms and Conditions, and we will notify you of any amendments in accordance with the Bank’s General Terms and Conditions.

Terms and Conditions apply. Further details on products and services are available upon request. FCM Bank is authorised and regulated by the Malta Financial Services Authority, Company Registration No. C50343. The Bank is a participant in the Depositor Compensation Scheme established under the laws of Malta.