

General Terms and Conditions of Amsterdam Trade Bank N.V. for Savings Accounts and Deposits (September 14th 2021)

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FIBR FIBR is a trade name of Amsterdam Trade Bank N.V., a public company having its registered office in Amsterdam, registered in the Commercial Register of the Chamber of Commerce under number 33260432

Strawinskylaan 1939, Amsterdam

info@fibrbank.com

WWW.FIBRBANK.COM

Definitions:

To make these General Terms and Conditions easier to read, we have defined a number of frequently used words. These words are easy to recognise because they are written with capital letters throughout the text.

General Terms and Conditions: these FIBR General Terms and Conditions for Savings Accounts and Deposits [September 14th 2021].

FIBR/ ATB: Amsterdam Trade Bank N.V., also trading as FIBR.

Current Account: a current account with a bank in the Netherlands in the name of an Account Holder residing in the Netherlands.

Deposit: an amount placed in a Deposit Account for a fixed period of time with a fixed interest rate. Each Deposit is placed in a separate Deposit Account.

Deposit Account(s): one or more accounts with FIBR in which you deposit your money for an agreed period of time and on which you receive an agreed interest rate.

Digital Banking: Internet Banking and/or Mobile Banking.

Joint Current Account: a Current Account with two Account Holders.

Joint Savings Account: a Savings Account with two Account Holders.

Internet Banking: FIBR's secure internet environment in which you can open Accounts, place Orders with, and provide information to FIBR.

Mobile Banking: FIBR's app for your phone or tablet that allows you to open Accounts, place Orders with, and provide information to FIBR.

Order: a transfer from the Savings Account to the Deposit or Current Account.

Account: an FIBR Savings Account and/or one or more Deposit Accounts.

Account Holder: the natural person who opened the Account and in whose name the Account is registered.

Savings Account: an FIBR account in which funds can be held at an interest rate that may be positive, negative or 0%.

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Article 1 General

1. These terms and conditions set out the arrangements you make with FIBR about your Account. These terms and conditions apply to all FIBR Accounts. By opening the Account, you have agreed to these terms and conditions.
2. These terms and conditions can be found in Digital Banking.

Article 2 Opening an Account

1. You can only open and hold the Account if you reside in the United Kingdom, are of age, have a Current Account, have a valid ID / have a citizen service number, have an email address and a mobile phone number, and continue to comply with our customer acceptance policy.
2. The only way to open an account via Digital Banking is by following the instructions you can find there.
3. Once the Account has been opened, it is no longer possible to change the Account Holder.

Article 3 Use of the Savings Account

1. The Savings Account will be linked to at least one Current Account. Money can only be transferred from the Current Account to the Savings Account and vice versa. It is possible to link the Savings Account to a different Current Account or an additional Current Account. Please follow the instructions in Digital Banking to do so.
2. Money can only be transferred from the Savings Account to the Current Account via Digital Banking. The only way to place Orders and provide information is via Digital Banking.
3. An Order to transfer money from the Savings Account to the Current Account will be executed within two working days.
4. Money that has been transferred to the Savings Account without originating from the Current Account will be transferred back to the account that the money came from.
5. FIBR will consider an Order placed via Digital Banking to be placed by the Account Holder.
6. FIBR is not obliged to verify whether the information in the Orders placed by the Account Holder is accurate and complete. However, FIBR will occasionally do so and in that case FIBR may ask for confirmation via Digital Banking, email or telephone. Check any statements we posted on your behalf in Digital Banking for errors such as inaccuracy or incompleteness as soon as possible.
7. The Account balance and any transactions can only be viewed via Digital Banking. No paper account statements will be provided. As an Account Holder, you must check

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your balance and any transactions at least once a month. As an Account Holder, you must inform FIBR of any inaccuracies as soon as possible, but in any event within 3 months.

8. Once a year, FIBR will make available an annual financial statement of the Account balance and the interest received for that year as at 31 December of that year. This statement can be viewed (and downloaded) via Digital Banking.
9. If the Current Account is closed without a new Current Account having been linked to the Savings Account, no more transfers can be made to and from the Account. In that case, the Account Holder will first have to link the Savings Account to a new Current Account.

Article 4 Joint Savings Account

1. In order to be able to open a Joint Savings Account, the Account Holders must also have a Joint Current Account and link it to the Joint Savings Account.
2. In the case of a Joint Savings Account, both Account Holders may, both jointly and separately, place money in, and withdraw money from, the Savings Account. In addition, they can place Orders with, and provide information to, FIBR both jointly and separately.
3. The joint Account Holders are each jointly and severally liable for all amounts they jointly owe to FIBR.
4. If one of the Account Holders is declared bankrupt, is granted suspension of payments, is placed under an administration order or is subject to statutory debt rescheduling, the Joint Savings Account will be blocked.

Article 5 Login Details

1. The Account Holder is responsible for handling their Digital Banking password with due care. The password is strictly personal. You are obliged to keep it secret.
2. In order to protect your data, you must always ensure that the most recent software/operating system is installed on your computer and mobile phone.
3. If you know or suspect that others know your password, you are obliged to change it immediately.

Article 6 Communications

1. In addition to informing you via Digital Banking, FIBR may send messages by email. Make sure that you read these messages regularly. You can use Dutch or English in any communications with FIBR.

Article 7 Minimum and maximum balance amount

1. The minimum balance amount for the Savings Account is € 100 and the maximum balance amount is € 500,000. The minimum balance amount for each Deposit is € 500 and the maximum Deposit amount is € 500,000.

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Article 8 Interest rate

1. The Savings Account has a variable interest rate. This means that the interest rate of the Savings Account can be adjusted upwards or downwards by FIBR at any time. The current interest rate can be found on the FIBR website. You will be informed of any interest rate changes by email. The interest rate can be positive as well as negative. If it is positive, FIBR owes you money. If the interest rate is negative, you will have to pay money to FIBR. If the interest rate turns negative, FIBR will inform you at least 14 days beforehand.
2. FIBR may make the variable interest rate you receive or owe dependent on the balance amount in the Savings Account. For example, different interest rates may apply to balance amounts of up to € 10,000, € 10,000 and more and € 25,000 and more. This information is available in Digital Banking.
3. The interest rate of the Savings Account is calculated each day, based on the balance at the end of the day, and will be credited to the Savings Account each year on 31 December. If the interest rate is negative, the amount to be paid to FIBR will be debited from the Savings Account on 31 December. You must have sufficient money in the Savings Account to allow FIBR to do so. Therefore, you cannot withdraw the calculated amount of negative interest from your Savings Account. If 31 December is not a valid working day, credit or debit will take place on the last working day before 31 December.
4. The interest rate paid on the Deposit in the Deposit Account is fixed for the period chosen by you and will be credited to the Savings Account each month.
5. For the purpose of calculating the interest on the Savings Account, the dates of deposit from the Current Account and transfer to that account are not taken into account.
6. Transfers from the Savings Account to the Deposit Account and vice versa become interest-bearing on the day of deposit.

Article 9 Death

1. We must be notified of your death as soon as possible by email info@fibrbank.com, for example by a family member. The Account will then be blocked.
2. We may continue to execute Orders until we have received written notification of your death. After notification, we will need some time to adjust our services accordingly. As a result, we may still execute or continue to execute an Order that we have received before or some time after notification of your death. The Order is binding on your heirs if its execution could no longer reasonably be avoided.
3. If we request a certificate of inheritance, the person acting on behalf of your heirs must provide us with that certificate. This certificate of inheritance must be drawn up by a Dutch civil-law notary. Depending on the size of the estate and other factors, other documents or information may also be adequate.

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4. You may have more than one heir. We do not need to comply with requests for information from individual heirs, such as requests for information on payments made via your Account.
5. After the death of one of the Account Holders of a Joint Savings Account, the other Account Holder will remain authorised to dispose of the Joint Savings Account. The access to the Savings Account for the deceased Account Holder will be blocked.
6. In the event of the death of the Account Holder or the joint Account Holders, a Deposit may be terminated prematurely within one year of death, at no additional costs. FIBR will then pay interest based on the actual term of the Deposit.

Article 10 Moving to another country

1. If you move to another country, you must inform us accordingly, even if you move there only temporarily. Depending on the country and the duration of your stay there, we may terminate the Account or block it in whole or in part.

Article 11 Closing the Account

1. The Account Holder may close the Account with immediate effect. If FIBR closes the Account, FIBR will always observe an appropriate period of at least one month in which the Account Holder may purchase a similar product from another provider.
2. FIBR will terminate the Savings Account in any event if the balance amount in the Account is € 100 or less for a period of 24 months.
3. A Joint Savings Account can only be closed jointly by the Account Holders.
4. The Account Holder can close an Account in the manner indicated in Digital Banking.
5. If the Savings Account is closed, the interest on the Savings Account will be credited or debited on the date it is closed and the balance will be transferred to the Current Account.
6. In the event of early termination of a Deposit by the Account Holder, the Account Holder will pay FIBR an amount of 1% on the Deposit. FIBR will deduct this amount from the Deposit and transfer the rest of the amount to the Savings Account.

Article 12 Blocking the Account

1. FIBR may block the Account so that you cannot withdraw any money from the Account if, according to FIBR, fraud, misuse or other irregularities have been committed, you do not comply with the arrangements made with FIBR or act contrary to laws and regulations. If attachment is levied or the Account Holder is declared bankrupt, is granted suspension of payments, is placed under an administration order or is subject to statutory debt rescheduling, the Account will be blocked.

Article 13 Refusing transfer

1. FIBR will not execute an Order if you have insufficient funds in your Account to execute the transfer, or if, according to FIBR, fraud, misuse or other irregularities have

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been committed, you do not comply with the arrangements made with FIBR or act contrary to laws and regulations.

Article 14 Liability

1. FIBR is not liable for any loss suffered by the Account Holder resulting from a transfer made or Order given via Digital Banking.
2. FIBR is not liable for any loss resulting from Digital Banking being out of service or inaccessible, for example because of technical maintenance or failure.
3. FIBR is not liable for any loss suffered by the Account Holder resulting from FIBR blocking the Account or its failure to execute a transfer or Order.
4. FIBR is not liable for any loss resulting from the misuse or the unauthorised or improper use of Digital Banking.

Article 15 Processing of personal data

1. The personal data provided when the Account was opened, will be processed by FIBR for the purposes of performing the agreement between FIBR and the Account Holder and preventing and combating fraud. FIBR has a Data Protection Officer who has been registered with the Dutch Data Protection Authority.

Article 16 Miscellaneous

1. In addition to these General Terms and Conditions the General Banking Conditions apply. They are easy to find on the website of the Dutch Banking Association (www.nvb.nl). If the General Banking Conditions differ from these General Terms and Conditions on a certain point, these General Terms and Conditions will prevail. At the request of the Account Holder, FIBR will provide a copy of the General Banking Conditions.
2. The Account is covered by the Dutch deposit guarantee scheme. If FIBR were to go bankrupt, you can apply to De Nederlandsche Bank (DNB) for a maximum compensation of € 100,000 per Account Holder. However, conditions do apply. More information can be found in our information sheet in Digital Banking and at www.depositgarantie.nl.

Article 17 Amendments to terms and conditions

1. FIBR may amend these General Terms and Conditions at any time. FIBR will inform you 30 working days before the amendments take effect. If you do not agree with the amendment, you may close the Account free of charge. If you have opened a Deposit, you will receive interest based on the actual term of your Deposit. In that case, the rule laid down in Article 11.6 does not apply. If we do not hear anything from you within the period indicated by us in the notification of the amendment, you will have accepted the new general terms and conditions.
2. If the amendment to the terms and conditions is in your favour or if it results from an amendment to laws and regulations, a decision by a court (or similar authority) or

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regulatory measures, the option of termination free of charge as referred to above does not apply.

Article 18 Applicable law and competent court

1. The relationship between FIBR and the Account Holder is governed by Dutch law and the Amsterdam District Court has exclusive competence to decide on any dispute. You may also opt to submit your dispute with us to the competent disputes and complaints committees.

Article 19 Validity of terms and conditions

1. The Dutch version of these terms and conditions is applicable. Translations of these terms and conditions are provided for information purposes only.

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