

## TERMS AND CONDITIONS

### Interest on Fixed Deposits

1. Interest on a fixed deposit is paid at a rate we determine for the term of the fixed deposit. The applicable interest rate is available by contacting us at any one of our branches or by calling our contact Centre.

### Withdrawals before maturity

2. No Interest will be paid for breaking the Fixed Deposit before maturity. Additional charges may apply as stipulated in the tariff guide.
3. Interest paid upfront will be clawed back and deducted from the principal amount.
4. Atlas Mara Bank is hereby authorized to impose penalties at its own discretion for any withdrawal made prior to maturity or without due notice under this agreement.

### Interest Calculation

5. Interest accrues daily and if the credit balance of the fixed deposits account is denominated in Zambian Kwacha, United States dollar, British pound, Euro currency or South African Rands, we calculate interest on the basis of a 365 day year (a 366 day year in the case of a leap year)
6. Interest ceases to be payable after the maturity date unless the fixed deposit is renewed.

### Maturity of Fixed Deposit.

If a fixed Deposit:

7. Is denominated in Zambian Kwacha and matures on a day which is not a banking day in Zambia then the date is extended to the next banking day; or
8. Is denominated in any other currency and matures on a day on which banks are not open for general banking business in Zambia and any other city we specify for that currency, then the date is extended to the next such day.

### Death/mental incapacity of sole account holder

9. The bank will not be liable to act on any instructions given until duly confirmed letters of administration are availed. In the case of mental incapacity a court order appointing an administrator must be availed for authority to operate the account.

### 10. Amendments

- 10.1 We can at any time at our absolute discretion, vary, add to, delete or amend these Terms and Conditions by giving you 7 days' prior notice, either by posting on our official website at [www.atlasmara.com](http://www.atlasmara.com) or at any of our Branches, or in any manner that we choose. If you do not accept the amendments, you must close the Fixed Deposit Account within 7 days from the date of notification, otherwise you will be deemed to have accepted and agreed to such changes and such changes will be binding on you.
- 10.2 We can at any time at our absolute discretion, amend, modify revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges of the Fixed Deposit Account by providing prior notice to you.

### 11. Disclosure of Information

You agree that we (including our officers, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or the Fixed Deposit Account) can disclose at any time at our sole discretion without notifying you beforehand, any information relating to you, your accounts with us or the Fixed Deposit Account to the following:-

- (a) any one or more members of the Group (being our branches, agencies, representatives, officers, affiliates, associated or related corporations and their respective officers servants agent whether in Zambia or elsewhere) for any of the following purposes:-
  - (i) providing you with banking services;
  - (ii) reporting;
  - (iii) data matching;
  - (iv) improving and furthering the provision of other services by us;
  - (v) fraud or crime prevention;
  - (vi) investigating, preventing or otherwise in relation to money laundering or any other criminal activities;
  - (vii) debt collection;
  - (viii) outsourcing operations;
  - (ix) performance of duties as an officer of our or in connection with the conduct of audit or the performance of risk management;
  - (x) facilitating the performance of our or any member of the Group's functions;

- (xi) compliance with the Group's policies, guidelines, directives or requirements;
- (xii) corporate exercise;
- (xiii) any legal process initiated by or served on us.
- (b) any person, whether in Zambia or elsewhere, who provides electronic or other services to us for the purpose of providing, updating, maintaining and upgrading the services including, but not limited to, investigating discrepancies, errors or claims;
- (c) any person, whether in Zambia or elsewhere, engaged by us in connection with the performance of services or operational functions which have been out-sourced;
- (b) The police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (c) credit card companies and financial institutions in connection with credit card enquiries;
- (d) other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (e) our auditors, solicitors, and professional advisors;
- (f) our stationery printers, vendors of the computer systems we use, and to such persons installing and maintaining them and other suppliers of goods or service providers we engage;
- (i) any receiver appointed by us or by any other party;
- (j) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
- (k) any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
- (l) any actual or potential participant or sub-participant in relation to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- (m) for transactions effected or processed with or without your authority in or through the ATM of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to us, financial institution or non-financial institution, trader or other party accepting the use of the automated teller machine card and their respective agents or contractors;
- (n) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any member of the Group;
- (o) any person to whom we, or any member of the Group, are permitted or required to disclose to under the laws of any country;
- (p) any other person to whom such disclosure is considered by us to be in our interest, or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purpose);
- (q) any person connected to the enforcement or preservation of any of our rights under these Terms and Conditions;
- (r) the Central Credit Bureau or any other authority or body established by Bank of Zambia or any other authority having jurisdiction over us; (s) any of the authorised signatory or your directors.

## 12. Notices and Communication

12.1 We can at our absolute discretion deliver any Deposit Statement, notice or communication to you in any of the following manner by:-

- (a) electronic mail to your last known e-mail address in our records;
- (b) post (registered, ordinary or otherwise) or delivered by hand or left at your last known address in our records;
- (c) displaying the notice at the Branch;
- (d) posting the notice or communication on our official website at [www.atlasmarazambia.com](http://www.atlasmarazambia.com);
- (e) way of advertisement or general notice in a daily newspaper;
- (f) radio or television broadcast or any other form of media communication;
- (g) facsimile to your last known facsimile number in our records.

12.2 The notice or communication will be deemed to have been received by you on the day it was so delivered, on the day following such posting or on the day such display, publication or broadcast was made.

12.3 We will not be responsible for what may happen to notices or communications after they are sent, for example if any notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit.

## 13. Changes in contact details:-

- (a) You agree to notify us immediately on any changes of your correspondence/ mailing or residential address and your contact information ("Information").
- (b) If you do not inform us of any change in your Information, you agree that we may at our absolute discretion, rely on:-
  - (i) any address and/or contact information stated in the application form or as reflected in our records; or
  - (ii) any address and/or contact information we obtain from any communication purportedly issued from you to us.
- (c) Any failure by you to notify us of a change in your Information resulting in the delay or the non-delivery of any deposit statement, correspondence and/or notice will not prejudice our rights and entitlements under these Terms

and Conditions.

#### **14. Indemnity**

You shall indemnify us and all of our servants, employees, nominees, directors and agents for all losses, costs, damages, embarrassment, claims and expenses, including legal fees and costs (on an indemnity basis), howsoever suffered or incurred by us (other than such losses, costs or damages arising from our willful misconduct, employees and agents) including, without limitation:-

- (a) acting or carrying out any Instructions purportedly given to us pursuant to these conditions whether or not such Instructions are unauthorized, inaccurate or incomplete;
- (b) in the performance of our functions as banker for you including (but not limited to) as collecting a cheque, bill, note, draft, dividend warrant or other instrument presented for collection;
- (c) in connection with our preservation or enforcement of our rights under these Terms and Conditions or as a result of any non-compliance of these Terms and Conditions or of such other applicable terms and conditions by you;
- (d) in connection with any action taken by any party against you or any account(s) for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorized use of the Fixed Deposit Account;
- (e) in connection to any involvement by us in any proceedings of whatever nature for the protection of or in connection with the Fixed Deposit Account;
- (f) in connection with the compliance by us with any existing or future law or regulation or official directive in respect of any of these Terms and Conditions;
- (g) arising out of or in connection with these Terms and Conditions; (h) arising out of or in connection with any taxation laws or regulations of any country having jurisdiction over us.

#### **15. Governing Laws and Jurisdiction**

This agreement is subject to the laws, of the Republic of Zambia and the courts of Zambia shall have jurisdiction to determine any dispute that may arise.