

# Supplementary Terms and Conditions

## The 95-day iInvestor Notice Account

EFG Private Bank Limited,  
Jersey Branch  
44 Esplanade  
St Helier  
Jersey, JE1 3FG  
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## A. Introduction

The purpose of these supplementary terms and conditions is to describe the rights and obligations of the Bank and you, our client, when we effect the 95-day iInvestor Notice Account for you.

These supplementary terms and conditions apply in addition to the Bank's General Terms and Conditions. If there are any differences between them, these supplementary terms and conditions override the General Terms and Conditions to the extent applicable.

It is very important that you understand the workings of the 95-day iInvestor Notice Account and the opportunities (and associated risks) it provides. If you are unclear about any aspect of the 95-day iInvestor Notice Account, please seek further advice from your client relationship officer.

## B. Definitions

To aid clarity and brevity we use a number of defined expressions in these 95-day iInvestor Notice Account supplementary terms and conditions:

<b>“the Bank” or “we”, “our”, “us”</b>	As relating to EFG Private Bank Limited, Jersey Branch which is regulated by the Jersey Financial Services Commission. The Bank's correspondence address and registered office is 5th Floor, 44 Esplanade, St Helier, Jersey, JE1 3FG;
<b>“you”</b>	you, our client.
<b>“95-day iInvestor Notice Account”</b>	means the EFG 95-day iInvestor Notice Account service.
<b>“Business Day”</b>	means a day when the “London money markets” are open for business
<b>“Overnight Index Rate”</b>	For GBP is the Sterling Overnight Index Average as published by the Bank of England. For USD is the Secured Overnight Financing Rate as published by the Federal Reserve Bank of New York. The rate set each day for both currencies, is based on data from the day prior.
<b>“Repayment Maturity Date”</b>	means 95 days after the date on which a notice of withdrawal is given to us.
<b>“Repayment Maturity Period”</b>	means the deposit period of 95 days which commences when a notice of withdrawal is given to us.

## 1. Our 95-day iInvestor Notice Account Service

- 1.1 You are already a client of ours. When you request to effect a 95-day iInvestor Notice Account with us these supplementary terms and conditions and the Bank's General Terms and Conditions will apply to govern the terms and conditions of the account. These terms provide the overall legal framework within which we will operate a 95-day iInvestor Notice Account.
- 1.2 You confirm that all statements and declarations made by you to open a 95-day iInvestor Notice Account are true and accurate. You acknowledge that you have read, understood, and agree to be bound by these supplementary terms and conditions.
- 1.3 On depositing funds into a 95-day iInvestor Notice Account in accordance with these supplementary terms and conditions, the funds shall accrue at an interest rate of Overnight Index Rate plus 0.75% (annual percentage rate). This Overnight Index Rate interest rate will be set on the first Business Day of each month, will be the Overnight Interest Rate which was published four Business Days prior to that first Business Day, and will apply for that calendar month.
- 1.4 The Overnight Index Rate can set at negative values. If this is the case (and in the case of interest calculated pursuant to clause 1.3 or clause 1.13 the yield enhancement does not fully offset the negative value), then you will be charged at the relevant negative interest rate.
- 1.5 Interest will be calculated on a 'simple interest' basis and credited (or where relevant debited) on a monthly basis into (or where relevant from) a separate nominated current account.
- 1.6 We will provide you with a monthly statement of account providing the interest rate earned for the monthly period. We will also provide you with a statement of account for each Repayment Maturity Period.
- 1.7 A 95-day iInvestor Notice Account may only be opened by you if on the account being opened, you:
  - Have existing funds contained within EFG's legacy Investor Call95 product.
  - Immediately deposit at least £2.0 million (or equivalent) into the 95-day iInvestor Notice Account.

Once the 95-day iInvestor Notice Account is opened as described above:

  - the minimum balance of funds kept in the 95-day iInvestor Notice Account is £50,000 (or equivalent); otherwise, the full balance will be transferred into a Repayment Maturity Period and the full balance must be withdrawn; and
  - the maximum amount that can be held in a 95-day iInvestor Notice Account is £50 million (or equivalent).
- 1.8 The 95-day iInvestor Notice Account cannot be overdrawn.
- 1.9 The permitted currencies are GBP and USD only for funds deposited in the 95-day iInvestor Notice Account.
- 1.10 The full balance of your deposit will remain in the 95-day iInvestor Notice Account unless you give notice of withdrawal in accordance with these terms and the applicable Repayment Maturity Period. You are able to make a partial

withdrawal, provided that the minimum transfer out of the 95-day iInvestor Notice Account is £10,000 (or equivalent) and the minimum balance of funds kept in the account must be £50,000 (or equivalent). You should give a notice of withdrawal to us for the amount you wish to withdraw in accordance with clause 1.10.

- 1.11 Notice of any withdrawal must be given with a minimum of 2 Business Days of such withdrawal. Following such notice period, the funds will be placed into the Repayment Maturity Period.
- 1.12 The amount you wish to withdraw (for either partial or complete withdrawals) which is specified in a notice of withdrawal from you to us will be repaid on the Repayment Maturity Date.
- 1.13 Interest will be paid (or where relevant charged) at an interest rate of Overnight Index Rate (reflecting data from the day prior) plus 0.10% (annual percentage rate) for the Repayment Maturity Period.
- 1.14 Withdrawals (partial or complete) are not permitted before maturity of the Repayment Maturity Period.
- 1.15 We may elect to withdraw the 95-day iInvestor Notice Account at any time in which case, we must give you minimum of 10 Business Days' notice. Following this notice period, we will promptly place the funds in the account into the Repayment Maturity Period.
- 1.16 You must not assign, transfer, charge, encumber or otherwise deal with in any manner whatsoever, the 95-day iInvestor Notice Account and interest without our prior written consent. If all or any part of the 95-day iInvestor Notice Account principal and/or interest has been assigned, transferred, charged, encumbered or otherwise dealt with, whether or not in favour of us or any third party you agree that you shall not be entitled to withdraw all or any part of the 95-day iInvestor Notice Account principal or interest unless we consent in writing, such consent to be subject to any conditions we consider reasonable at our absolute discretion.
- 1.17 We shall be entitled (but not obliged) to act only on written instructions, requests, directions, consents, waivers, notices, and other communications, (herein collectively called Notices) received from you. You agree to be bound by all written Notices which purport to come from you or any third party which has your consent. If it is shown that such Notices did not come from you or a third party acting with your consent you will be liable for all damages, losses, costs, and expenses suffered by you and/or us if you have acted with gross negligence. You will also be liable for all damages, losses, costs, and expenses suffered by us/you if you have acted fraudulently. We have to prove you acted fraudulently or with gross negligence.
- 1.18 For the purposes of the Financial Services and Markets Act 2000, the 95-day iInvestor Notice Account is deemed a deposit, and you may be entitled to compensation from the Financial Services Compensation Scheme if we cannot meet our obligations. At the time of writing, the maximum level of compensation for deposits is £85,000 per person per firm. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

## 2. Representations and Warranties

You represent and warrant to us as follows:

- 2.1 You agree to accept and be bound by the Bank's General Terms and Conditions and these supplementary terms and conditions.
- 2.2 You undertake that you have full power and authority to enter into and instruct us as provided for and anticipated in these supplementary terms and conditions.
- 2.3 You undertake:
  - 2.3.1 That all the information you supply to us from time to time in connection with your application for the 95-day iInvestor Notice Account is and will be complete and accurate.
  - 2.3.2 To notify us promptly of any change to the information supplied by you in connection with your application from time to time for the 95-day iInvestor Notice Account.
  - 2.3.3 To supply us promptly with all information, documentation or copy documentation that we require to process and implement your application for the 95-day iInvestor Notice Account from time to time.
  - 2.3.4 To provide us with any additional information which may be reasonably required by us to enable us to fulfil our legal, regulatory, and contractual obligations in connection with or relating to the agreement constituted by these supplementary terms and conditions.
  - 2.3.5 That funds placed with us on deposit are within your beneficial ownership and free from all liens, charges, and any other encumbrances.
  - 2.3.6 To indemnify us on our written demand against all proceedings, actions, costs and expenses, claims, demands and/or other liabilities incurred by us, our agents, or any nominee or custodian as a consequence of any breach by you of any of these supplementary terms and conditions.
  - 2.3.7 This indemnity shall not apply to the extent of any liability caused by a breach of these supplementary terms and conditions by us or the negligence or wilful default of us, our agents, a nominee, or custodian.

## 3. Your compliance with Laws

You acknowledge that you are solely responsible for, and that neither we nor any other member of EFG International operating in the UK has any responsibility for, your compliance with any laws, regulations or rules applicable to your use of the services provided by us under these supplementary terms and conditions including, but not limited to, any laws, regulations or rules, in your or any other jurisdiction, relating to tax, foreign exchange and capital control, and for reporting or filing

requirements that may apply as a result of your country of citizenship, domicile, residence or taxpaying status.

#### 4. No Tax Advice

You acknowledge that:

- 4.1 You are solely responsible for acquiring appropriate independent tax advice regarding your 95-day Investor Notice Account, and;
- 4.2 Nothing in these supplementary terms and conditions or in any other written or non-written communication between you and us or any other member of EFG International operating in the UK constitutes advice relating to tax or to the suitability from a tax planning perspective of any strategy or investment or to your compliance with any other laws, regulations, or rules.

#### 5. Set-Off

In addition to any lien or other rights to which we may be entitled under any applicable law, we shall have a general lien on all your investments or assets held or controlled by us, other members of EFG International operating in the UK, or, our nominees until the satisfaction of all your liabilities and obligations under the 95-day Investor Notice Account allotted to you (whether actual or contingent) owed to us or any other member of EFG International operating in the UK from time to time.

If you owe such a debt to us or any other member of EFG International operating in the UK, you agree that we may without notifying you in advance, set off, combine, or consolidate your accounts and apply any proceeds to satisfy or reduce your debt. This is true whether such a debt is incurred individually or jointly and whether your assets are held individually or jointly. We may also set off, combine, or consolidate any funds, deposits, balances, debt, cheques, or other assets held for you in any currency with us or any other member of EFG International operating in the UK, including amounts owed to you or in transit to you. You agree that for the purposes of this Term we may make deductions from any sum we receive for you or to be paid to you. You agree that we may effect this set-off even though we have not demanded payment from you, or your debt or other investment has not matured. You agree that we may convert any currencies necessary for the set-off.

#### 6. Amending these Supplementary Terms and Conditions

- 6.1 We may amend, vary, or modify the provisions of these supplementary terms and conditions as well as the terms and conditions governing any other service we provide from time to time. Notice of any change to these supplementary terms and conditions will be given to you and will take effect 10 Business Days after the date of such notice unless it is impracticable in the circumstances for us to do so or you object in writing within those 10 days. Subsequent versions of these documents or changes to them will be sent to you.
- 6.2 Without prejudice to clause 6.1, we may choose to amend, vary, or modify the provisions of these supplementary terms and conditions to replace Overnight Index Rate and apply any other reference rate considered at our sole discretion to be a market equivalent reference rate. We will notify you of the new reference rate at least 10 Business Days before the change becomes effective. If you do not agree to the new reference rate you can give us a final notice of withdrawal for the full balance of your account and the account will be transferred into the

Repayment Maturity Period in accordance with these supplementary terms and conditions.

## 7. Joint Accounts

- 7.1 If you wish to apply for a 95-day iInvestor Notice Account jointly with another applicant, please let your client relationship officer know - we may require you and the other applicant to sign further documents.
- 7.2 In the case of joint applicants each party accepts responsibility for the obligations under these terms and in the 95-day iInvestor Notice Account on a joint and several basis. In addition, joint applicants authorise us to accept instructions under these terms from either party, such instructions to be binding on both parties

## Declaration

By signing this Declaration, I confirm that I have read, understood, and agree to these supplementary terms and conditions.

	Name (in block capitals)	Signature
<b>Signed by</b>	1. <input type="text"/>	1. <input type="text"/>
	<input type="text" value="Place &amp; Date"/>	
	2. <input type="text"/>	2. <input type="text"/>
	<input type="text" value="Place &amp; Date"/>	
	3. <input type="text"/>	
	<input type="text" value="Place &amp; Date"/>	
<b>for and on behalf of</b> (trusts, corporates only)	<input type="text"/>	



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EFG Private Bank Limited, Jersey Branch having its principal place of business at 5th Floor, 44 Esplanade, Jersey, JE1 3FG is regulated by the Jersey Financial Services Commission and is a branch of EFG Private Bank Limited. EFG Private Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (UK FCA registered no 144036) and the Prudential Regulation Authority. EFG Private Bank Limited is registered in England and Wales no 2321802. UK registered office: Leconfield House, Curzon Street, London W1J 5JB, United Kingdom, telephone +44 (0)20 7491 9111.

The services of EFG Private Bank, Jersey Branch are carried out under and in accordance with the rules of the Jersey Financial Services Commission and where appropriate the rules of the Financial Conduct Authority and Prudential Regulation Authority.

EFG Private Bank Limited, Jersey Branch is a participant in the Jersey Bank Depositors Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details of the Scheme and banking groups covered are available on the Government of Jersey website [www.gov.je/dcs](http://www.gov.je/dcs), or on request.

The UK Financial Services Compensation Scheme and the UK Financial Ombudsman Service will not apply to the services provided by EFG Private Bank, Jersey Branch.