

NOMO TERMS AND CONDITIONS FOR FIXED TERM DEPOSITS

1. About these terms

These terms set out below apply to the 3, 6 or 12-month fixed term deposit account. You can find a copy of these terms here: <https://www.nomobank.com/policies/fixed-term-deposit-terms>

These terms are in addition to the terms and conditions of your current account. You can find a copy of your current account terms here:

<https://www.nomobank.com/policies/current-account-terms>

If these terms and your current account terms conflict, these terms shall apply.

2. How to use your fixed term deposit account

Your account is for personal use. If we find out you're using your account for non-personal use, like running a business, we can close your account.

You should not allow anyone else to use your account.

We'll operate your account as an agent/wakil and in accordance with the rulings and guidance given by our Sharia Supervisory Committee. We both agree to be bound by the rulings and guidance of the Sharia Supervisory Committee with respect to all matters relating to the interpretation and application of Sharia to the account.

You must not use your App to carry out a transaction that is prohibited by our Sharia Supervisory Committee. Please see <https://www.nomobank.com/help> for the Sharia rules that apply to your account.

3. How you can use your Nomo fixed term deposit account

You can use your account to:

- deposit money for the term selected
- receive profit at the end of the fixed term on your deposit

As this is a fixed term deposit account you cannot pay money or withdraw money before the fixed term comes to an end.

4. Cancelling your account

You can cancel this agreement within 14 calendar days from whichever date is later of:

- the date we open your account
- the date you received this document and the extra conditions that make up this agreement

You can ask to cancel this agreement by contacting us on support@nomo.bank. You don't need a reason to cancel and we'll give you all of your initial deposit (but not profit) back as soon as we can and not later than 14 days after you ask us to cancel this agreement.

5. How to deposit money into your account

You can deposit amounts in your Nomo GBP, USD or Euro accounts for the full fixed term selected. To set up a Euro fixed term deposit account, you will first need to open a Euro account using our multi-currency feature. The minimum deposit amount is shown in the App. There may be a maximum limit you can deposit with us, depending on the fixed term you select. We will tell you about any maximum limit when you apply to open your fixed term deposit account.

You must deposit your money once we confirm that we approved your application. We'll consider your account open when we receive the full amount.

6. Profit

We don't pay interest on your account like other providers of fixed term deposit accounts do. Instead, at our own discretion, we place the amount you deposit in your account in Sharia compliant investments as your agent/wakil. We'll then calculate your profit on your deposit on a daily basis throughout the fixed term.

When you open your account, we'll tell you the expected profit rate for your account. We'll send you a confirmation notice of the expected profit rate once your account is set up.

We'll use reasonable endeavours to achieve the expected profit rate applicable to your account. We will monitor the return on our investments on a daily basis. We will publish the actual profit rate achieved as an annual gross rate per annum on our website at the beginning of every calendar month.

We will tell you if we need to lower the expected profit rate at any time during the fixed term. You will not be permitted to close your account for this reason.

We'll only act as your agent in respect of the account and the matters described in this agreement. You should not regard us as your agent in regard to anything else whatsoever.

By entering this agreement with us, you authorise us to enter into any Sharia compliant investments so that we may carry out our obligations under this agreement.

By opening a fixed term deposit account with us, you acknowledge that your money will be consolidated with our funds including any other funds that belong to our other customers and will be invested in accordance with this agreement.

Repayment of your deposit

We will credit your Nomo current account with the amount of your initial deposit and any profit you earned on the deposit within the fixed term on the day immediately after the end of your fixed term. If this is a non-working day, we will pay on the next working day. A working day under this agreement is any day on which banks are usually open for business in the United Kingdom, excluding Saturdays, Sundays and bank or other public holidays. If, due to a matter outside of our control (such as hardware breakdown), there is a delay in your Nomo current account being credited, we will notify you as soon as possible.

If at any point during the term we reasonably believe that your deposit is at risk we will close your account immediately by returning the full amount to your Nomo current account, together with any profit you have earned.

If you instruct us to, we may rollover your deposit amount for another term based on the applicable expected profit rate at that date.

Tax

The profit you earn on your deposit will be taxable where you are resident for tax purposes. We'll pay you your profit gross, without deducting any applicable income or other tax that you are required to pay on the profit based on your income tax bracket (unless we are legally required to do so). It is your responsibility to declare your profit to the relevant tax authorities.

7. **Shortfalls**

If your deposit returns a loss, we'll offer to make good the amount of any shortfall that you may have suffered. We are required by current UK bank regulations and policy to make this offer to you. If you choose to accept this offer, we will pay you the full amount that you had previously deposited with us. You may refuse this offer from us.

We'd like to draw your attention to the guidance offered by our Sharia Supervisory Committee. Their guidance is that if you accept our offer to make good the amount of any shortfall, you will not be complying with Sharia principles. But, if we have failed to comply with this agreement or we have acted negligently, you can accept our offer without breaching Sharia principles.

8. **Your statements**

We'll send you your account statement each month through the App and at any time you ask us for it. We'll email you to tell you once a new account statement is available.

9. **Death / Terminal illness / Incapacity**

What happens if you die?

If you die, the person who is entitled to administer your estate (which can be the person that inherits the estate or their legal representative) may either end this agreement and collect the profit and the amount of your initial deposit or, they can keep the deposit until the end of its fixed term. At the end of its fixed term, we'll transfer the profit and your initial deposit to your Nomo current account.

What happens in the event you become incapacitated?

If you become terminally ill, you (or your legal representative) can ask us to terminate this agreement early. This will allow you to take back your initial deposit and any profit that you've earned during the term of the agreement early. We'll credit your Nomo current account with the amount of your initial deposit and any profit you earned on the deposit within the term. We may require confirmation of your diagnosis from your doctor in certain circumstances.

If you become incapacitated (through illness or injury), your attorney/deputy may ask us to terminate this agreement early. This will allow your attorney/deputy to take back your initial deposit and any profit earned during the term of the agreement early. We will credit your Nomo current account with the amount of your initial deposit and any profit earned on the deposit within the term.

10. **Tax Disclaimer**

We do not provide any tax advice to any account holder or any other connected party. You should ensure that you obtain suitable tax advice in relation to the accounts held with us.

11. **Interest Waiver**

Under this agreement we will not:

- make or accept requests for interest payments, or

- make requests for you to pay interest charges or late payment fees.

12. **Jurisdiction**

English law will apply to this agreement. If there are any disputes under this agreement, these disputes will be dealt with by the courts of England and Wales.