

## Depositor Information Sheet

Deposits at Banca Farmafactoring S.p.A. are protected by:	The Italian Deposit Guarantee Fund (Fondo Interbancario di Tutela dei Depositi (FITD)) <sup>(1)</sup>
Protection limit:	EUR 100,000 per depositor <sup>(2)</sup>
If you have more deposits with the same credit institution:	All deposits at the same institution are 'aggregated' and the total is subject to the limit of 100.000 EUR <sup>(2)</sup>
If you have a joint account with (an)other person(s):	The limit of EUR 100,000 applies separately to each depositor <sup>(3)</sup>
Period of repayment in the event of insolvency of credit institution:	15 working days from 1 January 2019 to 31 December 2020; 10 working days from 1 January 2021 to 31 December 2023; 7 working days from 1 January 2024 <sup>(4)</sup>
Reimbursement currency:	Euro
In case of questions to Banca Farmafactoring S.p.A. in regards to your account:	Kundenservice WeltSparen Postfach 13 02 07 13601 Berlin - Germany Tel: +49 30 770 191 291 <a href="http://www.weltsparen.de">www.weltsparen.de</a>
In case of questions relating to the Deposit Guarantee Scheme and your reimbursement:	<a href="http://www.fondointerbankario.it">Fondo Interbancario</a> di Tutela dei Depositi Address: Via del Plebiscito 102, Rom, Telephone: +39-06-699861 Fax: +39-06-6798916 E-Mail: <a href="mailto:infofitd@fitd.it">infofitd@fitd.it</a>
Further information about Deposit Guarantee Scheme:	<a href="http://www.fitd.it">www.fitd.it</a>

## Additional Information:

### (1) Scheme responsible for the protection of your deposit

Your deposit is guaranteed by a contractual scheme officially accredited as a Deposit Guarantee Scheme (Sistema de Garantía de Depósitos). In the case of your financial institution filing for insolvency, your investment will be refunded up to an amount of EUR 100,000.

### (2) General limit of protection

A customer will be compensated by a deposit guarantee scheme, if he is unable to access his deposit due to his bank being unable to fulfil its financial obligations. Deposits held at one and the same bank will be refunded up to a consolidated amount of EUR 100,000. This means, that all deposits of a customer held with one bank are consolidated to determine the refundable amount under consideration of the guarantee limit. If, for example, a customer has a savings account with a credit balance of EUR 90,000 and a current account with a credit balance of EUR 20,000, then only EUR 100,000 will be refunded.

### (3) Limit of protection for joint account

The guarantee limit of EUR 100,000 applies for each individual beneficiary. Credit balances in accounts owned by two or more individuals as owners of a company, members of an unincorporated association or similar organization will be consolidated and the guarantee limit applies in the same way as it does to a single account holder.

### (4) Reimbursement

The responsible Deposit Guarantee Scheme is

Fondo Interbancario di Tutela dei Depositi, Via del Plebiscito 102, Rome, Italy

Email: [infofitd@fitd.it](mailto:infofitd@fitd.it) Website: <http://www.fitd.it>

The F.I.T.D. will reimburse your deposits (up to 100,000 euros) within: 15 working days from 1 January 2019 until 31 December 2020; 10 working days from 1 January 2021 until 31 December 2023. From 1 January 2024 within 7 working days. The right to reimbursement expires five years after the date on which the effects of the measure initiating the compulsory administrative liquidation of the bank take effect. Expiration is avoided by filing a petition with a court, unless the trial ends, or by recognition of the claim by the guarantee system (see Article 96-bis.2, paragraph 4, of Legislative Decree 1 September 1993, No. 385 – “Testo Unico Bancario”). Until 31 December 2023, if the F.I.T.D. does not reimburse within seven working days, it must nevertheless ensure that each of the holders of a protected deposit who has requested it receives, within five working days of the date of the request, a sufficient amount to enable it to meet its current expenses, charged to the amount due by way of reimbursement. The amount is determined by the F.I.T.D. in accordance with the criteria laid down in its Statutes. If you do not reimburse within these time limits, contact the deposit guarantee scheme, as there may be a time limit for claiming reimbursement. Further information can be obtained at the following Internet address: <http://www.fitd.it>.























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Only in certain cases provided for under legal requirements relating to money laundering may data be obtained from third parties. For example, data from sanctions lists, public authorities and others with relevant information on the subject, among other possible sources.

#### 9.7 How long will we keep your data?

Your personal data will be kept for the duration of the implementation of the contract. Your personal data will be kept for a further period of ten years in order to comply with legal obligations, including obligations under laws relating to money laundering and the financing of terrorism. Then the data will then be deleted.

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### 10. Applicable Law and Jurisdiction

10.1 This agreement is governed by Spanish Law. This choice of law does not deprive a customer of his rights under the mandatory provisions of the law of his country of habitual residence.

10.2 The parties submit to the courts holding jurisdiction under the applicable laws for all claims and proceedings.

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### 11. Severability clause

If one of the provisions of this agreement is or becomes unlawful, void or unfeasible, then the other provisions of this agreement remain unaffected.

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### 12. Responsible supervisory authority

Banca Farmafactoring S.p.A., Sucursal en Espana with registered offices in Paseo de la Castellana, 81 planta 9 28046 Madrid trading also as BFF, is an authorised bank by the Banca d'Italia in Italy and is also under supervision in Spain by the Spanish Central Bank Banco de España (Calle Alcalá 48, 28014 Madrid) and is registered as a subsidiary company in the register of the Spanish Central Bank under number 1554 as well as in the commercial registry of Madrid in volume 33.383, page 148, section 8, ledger M-600965. Banca Farmafactoring S.p.A., Sucursal en Espana is also regulated by the Central Bank of Ireland for conduct of business rules in Ireland.

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### 13. Deposit Guarantee Fund

#### 13.1 General information

Banca Farmafactoring S.p.A., Sucursal en España is a member of the Italian Deposit Guarantee Fund *Fondo Interbancario di Tutela dei Depositi* (FITD) with registered offices in Via del Plebiscito, 102 (Rome, Italy), which indemnifies customers for deposits of up to EUR 100,000 per customer. Further information on the Deposit Guarantee Fund is available on the Internet at [www.fitd.it](http://www.fitd.it) and [www.bancafarmafactoring.it](http://www.bancafarmafactoring.it).

#### 13.2. General information on the Deposit Guarantee Scheme

##### (1) Responsible Deposit Guarantee Scheme

Your deposit is guaranteed by a contractual scheme officially accredited as a Deposit Guarantee Scheme (Sistema de Garantía de Depósitos). In the case of your financial institution filing for insolvency, your investment will be refunded up to an amount of EUR 100,000.

##### (2) General guarantee limit

A customer will be compensated by a deposit guarantee scheme, if he is unable to access his deposit due to his bank being unable to fulfil its financial obligations. Deposits held at one and the same bank will be refunded up to a consolidated amount of EUR 100,000. This means, that all deposits of a customer held with one bank are consolidated to determine the refundable amount under consideration of the guarantee limit. If, for example, a customer has a savings account with a credit balance of EUR 90,000 and a current account with a credit balance of EUR 20,000, then only EUR 100,000 will be refunded.

##### (3) Guarantee limit for joint accounts

The guarantee limit of EUR 100,000 applies for each individual beneficiary.

Credit balances in accounts owned by two or more individuals as owners of a company, members of an unincorporated association or similar organization will be consolidated and the guarantee limit applies in the same way as it does to a single account holder.

##### (4) Refund

Responsible Deposit Guarantee Scheme  
Fondo Interbancario di Tutela dei Depositi  
Address Via del Plebiscito 102, Rome, Italy  
Telephone: +39-06-699861  
Fax: +39-06-6798916  
E-Mail: [infofitd@fitd.it](mailto:infofitd@fitd.it)  
Website: <http://www.fitd.it>

The F.I.T.D. will reimburse your deposits (up to 100,000 euros) within: 20 working days until 31 December 2018; 15 working days from 1 January 2019 until 31 December 2020; 10 working days from 1 January 2021 until 31 December 2023. From 1 January 2024 within 7 working days. The right to reimbursement expires five years after the date on which the effects of the measure initiating the compulsory administrative liquidation of the bank take effect. Expiration is avoided by filing a petition with a court, unless the trial ends, or by recognition of the claim by the guarantee system (see Article 96-bis.2, paragraph 4, of Legislative Decree 1 September 1993, No. 385 – “Testo Unico Bancario”). Until 31 December 2023, if the F.I.T.D. does not reimburse within seven working days, it must nevertheless ensure that each of the holders of a protected deposit who has requested it receives, within five working days of the date of the request, a sufficient amount to enable it to meet its current expenses, charged to the amount due by way of reimbursement. The amount is determined by the F.I.T.D. in accordance with the criteria laid down in its Statutes. If you do not reimburse within these time limits, contact the deposit guarantee scheme, as there may be a time limit for claiming reimbursement. Further information can be obtained at the following Internet address: <http://www.fitd.it>

(5) Additional important information

The credit balances of all small investors and companies are generally protected by the Deposit Guarantee Scheme. You may review exemptions applying for specific types of credit balances on the website of the responsible Deposit Guarantee Scheme. Upon request, the bank will also inform you on, whether certain banking products are covered or not. If a credit balance is covered, the bank statement will contain a respective annotation.

13.3 Applicable law:

[https://www.fitd.it/Normative/Normativa\\_primaria](https://www.fitd.it/Normative/Normativa_primaria)

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#### **14 Claims and complaints**

The customer may, without prejudice to legal relief available to him, contact customer service (Servicio de Atención al Cliente) for the clarification of all claims or complaints of the customer stemming from the interpretation, application, fulfilment and performance of this agreement; the contact details of customer service are published on the bank's website.

Without prejudice to the preceding provisions and if the customer believes that his claim is ignored, or if he has not received a response within two (2) months of submitting his complaint, or if he objects to the respective decision by the bank, the customer may submit his claim or objection to the responsible government office, which is the complaints service of the Spanish Central Bank as the authority responsible for all complaints relating to transparency rules, customer protection or proven banking practices and customs.

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## **GENERAL CONDITIONS OF THE FIXED-TERM DEPOSIT**

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### **1 Characteristics of the fixed-term deposit**

1.1 The fixed-term deposit is an agreement of savings deposit for a fixed term and is not transferable. The fixed-term deposit will be funded by debiting the deposit amount from the account specified by the customer; the deposit amount and interest will be credited to the account on the maturity date.

1.2 The currency of the fixed-term deposit is the Euro.

1.3 The customer may access the fixed-term deposit and dispose of the deposited funds; he shall for this purpose submit his instructions to the following e-mail address of the bank: \_\_\_\_\_.

1.4 The balance of the fixed-term deposit is not permitted to fall below the amount specified in the respective applicable Special Terms and Conditions.

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## **2 Term, maturity and termination of the fixed term deposit account.**

2.1 The fixed-term deposit account allows the customer to make several deposits under the terms offered by the bank at the respective date, whereas the maximum deposit amounts prescribed by the Special Terms and Conditions apply for each individual deposit and for the entire account.

2.2 The customer may terminate the fixed-term deposit account in compliance with the termination provisions contained in the Special Terms and Conditions.

2.3 If provided in the product information sheet the fixed-term deposit will be automatically prolonged after maturity for a deposit period of the same length and pursuant to the interest rate and other terms and conditions of the product effective on the prolongation day, provided that if the term of the original term deposit exceeds one year the term deposit shall only be prolonged for one year pursuant to the interest rate and other terms and conditions of the one year term deposit product effective on the prolongation day. The customer can examine the current interest rates on the Raisin website. The Customer can opt out from automatic prolongation until 5 days before maturity.

2.4 If automatic prolongation does not apply to a product according to the Product Information Sheet, the term deposit will not be automatically renewed after expiration of the initial term. Renewal is subject to the specific conditions of the respective term deposit as announced in the information sheet provided on the internet platform.

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2.5 The bank will transfer the respective amount to the account specified by the customer on the maturity date of the respective deposit.

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### **3 Interest**

3.1 The credit balances held in the fixed-term deposit account bear interest from the time of deposit at the interest rate agreed at the time of entering into this agreement.

3.2 Interest on the respective credit balances accrues daily for 365 days per annum and from the time of factually forming the credit balance on the fixed-term deposit account until one day prior to maturity.

3.3 Interest for all credit balances of the fixed-term deposit account falls due and is payable quarterly and will be credited to the account specified by the customer after the deduction of withholding tax; the amount of taxes withheld is determined by the duration in which interest was earned. Interest will be calculated on the credit balance from the time of the deposit being factually invested until the maturity date.

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### **4 Rescission**

4.1 The customer may rescind from the fixed-term deposit agreement pursuant to clause 8 of the service agreement.

4.2 Upon receipt of a notice of rescission, the bank will put the customer in the same position as if the fixed-term deposit had never been agreed upon, and it will transfer the credit balance to the account specified by the customer.

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