

SPECIAL CONDITIONS FOR FIXED DEPOSIT ACCOUNT

The following special conditions apply to the fixed deposit account at solarisBank AG (hereinafter referred to as the "Bank"), in addition to the General Terms & Conditions of Business. These special conditions can be viewed, saved in a legible form and printed out at www.solarisbank.de.

1. Account holder and proxy

1.1 The Bank shall open a fixed deposit account for consumers (within the meaning of Section 13 of the German Civil Code (BGB)) only if they are over the age of 18 and have their domicile or normal place of residence in Germany.

1.2 Payments into the fixed deposit account may be made only from the customer's current account and payments from the fixed deposit account (e.g. interest payments) may only be made into the customer's current account. Therefore, the customer's current account may not be closed during the term of the fixed deposit account.

1.3 If the account holder grants authority to operate the account to a third party, the Bank shall only check the authority by its superficial impression. The Bank shall not check whether the instructions from the authorised person are covered by the internal agreement between the account holder and the authorised person. The Bank does not accept any liability in this respect.

2. Account and account management

2.1 The fixed deposit account is a time deposit for which the Bank agrees to pay a fixed interest rate for a fixed investment period. The fixed deposit account is therefore not a payment services contract within the meaning of Section 675f BGB, which also means that payment transactions are not permitted via the fixed deposit account.

2.2 The Customer shall provide the Bank with a sum of money as a one-off deposit for the investment period agreed when the account is opened, on which an agreed term-limited, guaranteed interest rate shall be paid.

2.3 The fixed deposit account shall be run as a sub-account within the business relationship between the Bank and the Customer. The fixed deposit account shall be operated exclusively in euros and requires a minimum investment amount of EUR 5,000, up to a maximum of EUR 100,000. Additional money be paid into a fixed deposit account only if there is a prolongation agreement.

2.4 The account contract covers collection of the investment amount from the current account, management of the account,

interest payments and transfer of the total credit on the date of maturity to the Customer's current account.

3. Term of the contract and date of maturity

3.1 The term of the contract shall begin on the date on which the contractually agreed deposit is credited to the fixed deposit account (value date). The amount is always credited on the date the account is opened, which is always a bank working day (see Section 9 of the General Terms & Conditions).

3.2 The period of the fixed deposit agreement is calculated from the start of the term and the term selected by the customer. The date of maturity is the day of the last month of the term, the date of which corresponds to the date the account was opened or reinvestment took place (e.g. value date 09.06.2016, maturity date 09.06.2017).

3.3 If the fixed deposit account was opened or extended on the last day of a month, the maturity date is always the end of the last month of the term. If the last day of the term does not fall on a bank working day (see Section 9 of the General Terms & Conditions), repayment of the credit balance in the fixed deposit account shall be made on the next bank working day with a valuation date of the maturity date.

4. Interest

4.1 Interest shall be paid on the fixed deposit account for the duration of the investment period chosen by the customer. The interest rate for the fixed deposit account on the date of commencement of the investment period is deemed to be agreed.

4.2 The interest to be paid shall be determined on the interest payment date agreed and credited to the fixed deposit account. The time of payment of the interest is determined by the fixed deposit agreement chosen:

- in the case of a fixed deposit agreement with a term up to and including 12 months, interest shall be paid on the date of maturity (see item 3);
- in the case of a fixed deposit agreement with a term over 12 months, interest shall be paid on the date of the following calendar year that corresponds to the date on which the account was opened or reinvestment made and on the date

of maturity (see item 3). If the account was opened or extended on the last day of a month, the interest payments shall be made on expiry of a period of 12 months, calculated from the date on which the account was opened or reinvestment made or the date of the last interest payment.

If an account is opened with a fixed deposit agreement with a term of more than 12 months, interest shall be paid into the fixed deposit account so that the customer benefits from the compound interest effect. The interest is calculated on the basis of the days actually passed in the year (actual/actual method).

5. Taxes

5.1 The interest on the credit balance paid in the context of running the account is liable to tax as income. Only one non-assessment certificate or one exemption instruction may be issued for all of the accounts held by the customer with the Bank. If the requirements for desistance of deducting tax (presentation of a valid non-assessment certificate, exemption instruction, etc.) are not met, the Bank shall withhold the corresponding tax (settlement tax, solidarity surcharge and any church tax) in accordance with the applicable statutory regulations, together with any other deductions to be retained, and shall forward these to the relevant tax office.

5.2 If the customer has any questions in this respect, the Bank advises the customer to consult the relevant tax authorities or his tax advisor. This applies in particular if the customer is liable for tax abroad.

6. Deposits and disposals

Deposits into the fixed deposit account and disposals of the credit in the fixed deposit account are not possible during the term of the Agreement.

7. Repayment

If no reinvestment is agreed between the customer and the Bank, the investment shall be transferred to the customer's current account with the Bank on the date of maturity. On completion of repayment, the fixed deposit account shall be closed automatically. However, the customer has the option to open another fixed deposit account at any time.

8. Termination

8.1 Ordinary termination of the Agreement for the fixed deposit investment before the end of the contractually agreed term is not possible. The right to termination for good cause remains unaffected.

8.2 Notice of extraordinary termination shall be submitted in writing or text form.

9. Prohibition of assignment and pledging

Assignment and/or pledging of credit held in a fixed deposit account with the Bank is not permitted. The Bank's right of lien pursuant to section 14 of the General Terms & Conditions of Business remains unaffected.

10. Statement of account

In cooperation with its partner, the Bank shall issue the customer with an annual statement when interest is credited and at the end of the term, which serves as a statement of account. The statement shall be provided to the customer in accordance with the procedure agreed with the Bank's partner. In the case of objections on the grounds of inaccuracy or incompleteness of a statement of account, Section 7.2 of the General Terms & Conditions shall be definitive.

11. Charges

11.1 The fixed deposit account is opened and run free of charge.

11.2 In the case of customer instructions that are outside the normal management of the account, such as duplicate copies of a tax certificate, the Bank reserves the right to charge a fee, the amount of which is taken from the List of Prices and Services.

12. Reverse postings and adjustments

The Bank is entitled to reverse postings that have been made as a result of a mistake, input or typing error or for other reasons without the existence of a corresponding instruction by simple posting (the details are regulated by Section 8 of the General Terms & Conditions).

13. Cancellation of an account

If, within a period of 12 months from the date on which the account was opened, no deposit has been made into the fixed term account or a fixed term account had been run over a period of 18 months without credit, the Bank is entitled to cancel this fixed deposit account automatically.