



## Conditions for Tolerated Overdrafts

The following conditions of Solarisbank AG (hereinafter: "**Bank**") shall apply to tolerated overdraft of the account by the customer in addition to the General Terms and Conditions of the Bank.

### 1. General

In the event of a conflict between these Conditions for tolerated overdrafts ("**Conditions**") and the General Terms and Conditions including the conditions governing the use of the account ("**Terms and Conditions**"), these Conditions shall prevail in the event that the account is overdrawn.

customer shall only pay interest for the duration and amount of the actual utilisation of the tolerated overdraft.

(3) The Bank may at any time request the customer to repay the tolerated overdraft together with any interest accrued and debit the account.

### 2 Conditions for tolerated overdrafts

These Conditions apply to all tolerated overdrafts which the customer is granted by the Bank on the account within the entire business relationship.

Tolerated account overdrafts are overdrafts of a current account without a granted account overdraft option or overdrafts of a current account with a granted overdraft option beyond the contractually agreed amount. The customer has no legal claim to tolerated account overdraft. The customer is obliged not to overdraw the current account. In the case an account overdraft option has been granted, the customer is obliged to maintain the amount of the granted account overdraft as agreed upon with the Bank.

#### 2.1 Utilisation

If the customer overdraws the account without being entitled to such overdraft by a granted overdraft option or otherwise, the Bank may tolerate the overdraft in individual cases. Overdrafts by consumers within the meaning of Section 13 of the German Civil Code (*Bürgerliches Gesetzbuch "BGB"*) and start-ups within the meaning of Section 513 of the BGB are not tolerated by the Bank.

#### 2.2 Repayment and interest rate

(1) If the Bank tolerates an account overdraft, the account overdraft must be repaid without undue delay, at the latest within two (2) weeks, unless otherwise agreed with the Bank.

(2) From the date of the overdraft, an interest is charged on the actual overdrawn amount. The interest rate is 14 % p.a. ("**Interest**"). The