



## Special Terms and Conditions for Foreign Currency Accounts

For the use of the payment transactions in foreign currency enabled by Solarisbank AG (the "**Bank**") using the Vivid Money App and the services of its partner Vivid Money GmbH ("**Vivid**"), the following Special Terms and Conditions shall apply in addition to the Bank's General Terms and Conditions, and in particular the respective Terms and Conditions for Payments by Direct Debit in the SEPA Basic Direct Debit Scheme, the respective Terms and Conditions for Credit Transfers, the respective Terms and Conditions for Online Banking, the respective Terms and Conditions for the Debit Card and Virtual Debit Cards and the respective Special Terms and Conditions for the Use of the Vivid Money Cards and the Vivid Money Account, which can be viewed, saved in readable form and printed from <https://www.solaris-bank.com/de/kundeninformation/>.

### I. General

- (1) The Bank administers, upon the customer's request, one or more foreign currency accounts for the customer, each of them denominated in one of the currencies offered by the Bank (the "**Foreign Currencies**") (the "**Foreign Currency Accounts**").
- (2) The Foreign Currency Accounts are not intended for regular payment transactions. In particular, the customer may not use the Foreign Currency Accounts for cash withdrawals, credit transfers, payments by way of SEPA direct debit system and the setting up of standing orders.
- (3) The purpose of the Foreign Currency Accounts is to settle the customer's dispositions in a Foreign Currency using the virtual debit cards issued by the Bank (the "**Cards**") as well as Foreign Currency sales and purchases via the Vivid Money App.
- (4) The provisions on Further Accounts as provided for in the Terms and Conditions for the Vivid Money Account shall apply mutatis mutandis to the Foreign Currency Accounts.
- (5) The Foreign Currency Accounts shall bear no interest.
- (6) The Bank has commissioned Vivid in its capacity as contractually bound investment intermediary with the preparation, transmission and settlement of payment transactions in Foreign Currencies.

### II. Sale and Purchase of Foreign Currencies

- (1) The customer can only purchase Foreign Currencies to the credit and sell Foreign Currencies to the debit of a Foreign Currency Account via the Vivid Money App. Vivid acts as contractually bound investment intermediary and messenger (*Bote*) for the Bank.
- (2) The orders will be executed to the debit or credit of another Account designated by the customer. The value date shall be the date of the order (the day of the acquisition of the Foreign Currency or the domestic currency, respectively).
- (3) In the case of purchases of Foreign Currencies for the customer to the credit of a Foreign Currency Account, the Bank shall use the exchange rate of the day of receipt of the order by the

Bank for the debiting entry to the Account specified by the customer or the Main Account (as specified in Section I.1.1 paragraph 1 of the Terms and Conditions for the Vivid Money Account).

- (4) In the case of sales of Foreign Currencies for the customer to the debit of a Foreign Currency Account, the Bank shall use the exchange rate of the day of receipt of the order by the Bank for the credit entry to the Account specified by the customer or the Main Account.

- (5) In the case of Foreign Currency purchases and sales where both the debit and credit entries are made in Foreign Currency Accounts - without an entry being made in an Account denominated in Euro - any conversion from the Foreign Currency of one Foreign Currency Account is first made into Euro and then into the Foreign Currency of the other Foreign Currency Account.

### III. Settlement for Use of a Card

- (1) The customer can link a Card to one or more Foreign Currency Accounts in the Vivid Money App.
- (2) The link between a Card and a Foreign Currency Account can be changed by the customer in the Vivid Money App at any time.
- (3) The customer can place an order to the debit of a Foreign Currency Account by using a linked Card for a payment in the relevant Foreign Currency at point-of-sale terminals or in online commerce.
- (4) If the customer uses a Card for a payment in a Foreign Currency, the relevant Foreign Currency Account will be debited in the Foreign Currency insofar as the relevant Foreign Currency Account has a positive balance.
- (5) Insofar as the relevant Foreign Currency Account does not have a positive balance for a payment in a Foreign Currency, the Main Account will be debited in Euro.

### IV. Fees and Costs

Any fees and costs for the Foreign Currency Accounts are set out in the "List of Prices and Services", which can be viewed,



saved in readable form and printed from <https://www.solaris-bank.com/de/kundeninformation/>.

#### **V. Exchange Rates for Foreign Currency Transactions**

(1) The determination of the exchange rate for the Foreign Currency transactions and conversions in accordance with Clauses II and III paragraph 5 are set out in the "List of Prices and Services".

(2) If Vivid no longer carries out the activities referred to in Clause I paragraph 6 in respect of a Foreign Currency, the Bank will apply the daily exchange rate for this Foreign Currency, calculated in line with standard market practice, to determine the exchange rate for Foreign Currency transactions in this Foreign Currency and conversions rates in accordance with Clauses II und III paragraph 5.

#### **VI. Granting of Access Rights via the Vivid Money App; Power of Attorney**

The customer may grant an access right, including a power of attorney, to one or more other customers with regard one or more Foreign Currency Accounts. Clause 4 of the Terms and Conditions for the Vivid Money Account applies mutatis mutandis.

#### **VII. Termination of the Vivid Money Account**

(1) Upon the coming into effect of a termination of the Vivid Money Account Agreement pursuant to Clause 6 or Clause 7 of the Terms and Conditions for the Vivid Money Account, the use of the Foreign Currency Accounts shall end as well.

(2) The Bank may terminate the agreement regarding one or more Foreign Currency Accounts with a reasonable notice period of at least two months.

(3) Any balances remaining in the Foreign Currency Account(s) at the effective date of a termination pursuant to Clause VII paragraph 1 or 2 shall be converted into Euro and credited to the Main Account. Clause V shall apply mutatis mutandis to the conversion.

#### **VIII. Liability of the Bank for Breaches of Duty by Vivid**

The Bank has to ensure that Vivid is reliable and professionally qualified and meets the legal and contractual requirements when providing investment intermediary services. The Bank is liable to the customer for any breach of duty by Vivid in the performance of this activity.