

Vivid Money B.V. – Special Terms and Conditions

Multi-Currency Trading Services

1. Scope of application

- 1.1 These special terms and conditions (**Special Terms**) apply to the legal relationship between you (**Client** or **You**) and Vivid Money B.V. (**Vivid NL** or **We**) and regulate the Multi-Currency Brokerage Services (see paragraph 2.1 below) provided to You by Vivid NL.
- 1.2 These Special Terms are supplemental to, and form part of, the Client Agreement entered into between Vivid NL and You. Please be aware that in addition to these Special Terms, the terms and conditions of the Vivid NL Client Agreement also apply to Your usage of the Multi-Currency Brokerage Services via the Vivid App.
- 1.3 In case of any conflict between these Special Terms and the terms of the Client Agreement, the terms of these Special Terms take precedence. Terms not defined in these Special Terms shall have the meaning given to them in the Vivid NL Client Agreement.

2. Multi-Currency Services

- 2.1 Vivid NL, as an investment firm licensed by the Dutch Authority for the Financial Markets (AFM), receives Your orders for the purchase and sale of non-Euro currencies (**foreign currencies**) and transmits them to Solaris SE (**Multi-Currency Brokerage Services**). You can place Your orders to buy or sell foreign currencies, such as US Dollars or Great Britain Pounds, with Vivid NL via the Vivid App.
- 2.2 Solaris SE, a credit institution licensed in Germany (**Solarisbank**), receives Your orders for the purchase and sale of foreign currencies from Vivid NL and subsequently executes them directly in – or from – Your Foreign Currency Account (as defined in the next paragraph). This execution is done by Solarisbank in accordance with the Solarisbank Special Terms and Conditions for Foreign Currency Accounts (which can be found at: <https://www.solarisgroup.com/en/customer-information/germany/de-iban/english/> and at <https://vivid.money/en-de/legal-documents/>).
- 2.3 Solarisbank administers the foreign currency account(s) (**Foreign Currency Account(s)**) for You. The different foreign currencies, such as US Dollars or Great Britain Pounds, that You can hold in Your Foreign Currency Account are shown to You in the Vivid App.
- 2.4 A Foreign Currency Account can be used for (i) buying and selling the respective foreign currency against Euro and keeping such foreign currency in one of Your Foreign

Currency Accounts, (ii) transactions with a payment card connected to the Pocket of the Foreign Currency Account, (iii) transferring funds in the foreign currency to other clients with a Foreign Currency Account in the same currency but (iv) can not be used for making or receiving SEPA or other transfers (these services are together referred to as the **Multi-Currency Account Services**). The Multi-Currency Brokerage Services and the Multi-Currency Account Services are together referred to as the **Multi-Currency Services**.

- 2.5 Please be aware that all the Multi-Currency Account Services set out in paragraph 2.4 are provided to You by Solarisbank. Vivid NL only provides the Multi-Currency Brokerage Services to You.

3. Vivid NL is acting on its own behalf and on the basis of its own license

- 3.1 In Germany, the Multi-Currency Brokerage Services qualify as investment brokerage (*Anlagevermittlung*) pursuant to the German Banking Act (*Kreditwesengesetz - KWG*).
- 3.2 Vivid NL is an investment firm licensed in the Netherlands and has passported its license to certain other jurisdictions in the EEA, including Germany. As such, Vivid NL can provide You with the Multi-Currency Trading Services in its own name and for its own account.

4. Access to the Multi-Currency Services

- 4.1 After You have successfully onboarded with Vivid NL, You can use the Multi-Currency Brokerage Services and buy and sell foreign currencies via the Vivid App.
- 4.2 Please be aware that Vivid NL may at its sole discretion refuse to transmit Your order to buy or sell a foreign currency to Solarisbank (in which case Your order will not be executed). Article 11 of the Client Agreement also applies to such right of refusal.
- 4.3 You are at all times able to terminate Your legal relationship with Us with immediate effect and in accordance with Article 18.1 of the Client Agreement.
- 4.4 Vivid NL may also decide to terminate the legal relationship with You. The grounds for Us to do so, and the terms and conditions of such termination, are set out in Article 18 of the Client Agreement. Please be aware that if We terminate Our relationship with You, the terms of Article 18.4 of the Client Agreement do also apply to the foreign currencies you hold in Your Foreign Currency Account(s).

5. Exchange rates and fees

The exchange rate and any applicable fees (if any) charged in connection with the Multi-Currency Services will be displayed to You in the Vivid App before Your order is executed. Please refer to the Solarisbank Special Terms and Conditions for Foreign Currency Accounts regarding the determination of the exchange rate and the application of any fees to Your transactions by Solarisbank.

6. Tax

Neither Vivid nor Solarisbank will withhold any taxes for You on Your multi-currency transactions. You should be aware that any gains arising from multi-currency transactions may be subject to income tax in your jurisdiction.

7. Frequently Asked Questions (FAQs)

To provide You with more information about investing with Our Multi-Currency Brokerage Services, and to answer some of Our Clients' most frequently asked questions, we publish Frequently Asked Questions Documents (**FAQs**). FAQs contain helpful information and We recommend that You read them. All FAQs related to Vivid NL and the Multi-Currency Brokerage Services can be found at our website and in the Vivid App.