

Invest Terms

Preamble.

Please read these Invest Terms carefully before opening an Account with us. By opening an Account with us, you agree to be legally bound by these Invest Terms.

You can accept the Invest Terms on our Website by ticking the declaration that you have read, understood and agreed to the Invest Terms. Should you refuse to accept them, you will not be able to open an Account with us. The Invest Terms shall come into effect on the date you accept them through our Website and/or through our mobile application. By using the Trading Platform, you expressly represent and warrant that you are agreeing to accept and comply with these Invest Terms.

Please note that definitions and interpretations are listed in Clause 34 at the end of these Invest Terms.

References to clauses herein shall be limited to clauses of this Agreement unless explicitly stated otherwise.

Headings, capitalised letters and highlighted or bolded words and phrases are included for convenience only and shall not affect the interpretation of this Agreement.

Any words and phrases following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1. Introduction.

- 1.1. Any reference in these Invest Terms (the “Agreement”) to ‘we’, ‘us’, ‘our’, ‘ours’ and ‘ourselves’ as appropriate shall mean Trading 212 AU Pty Ltd, ABN 46 660 342 763 (‘Trading 212 AU’ or the ‘Company’). Similarly, any reference to ‘the Client’, ‘you’, ‘your’, ‘yours’ and ‘yourself’ as appropriate shall mean you as a customer of our services under this Agreement.
- 1.2. We are authorised and regulated by the Australian Securities and Investments Commission (“ASIC”). Our Australian Financial Services Licence (“AFSL”) number is 541122.
- 1.3. All Orders will be executed by Trading 212 Markets (Ireland) Limited (‘Trading 212 IE’) pursuant to Trading 212 AU’s Order Execution Policy, which is available on our Website. Trading 212 IE is a Group company authorised to provide financial services and regulated by the Central Bank of Ireland.

2. Scope of the Agreement.

The Agreement between you and us includes these terms, our Order Execution Policy, Risk Disclosure, Privacy Policy, Cookies Policy, all schedules, ancillary documents referred to therein, any amendments thereto and any additional terms and conditions issued by us from time to time (together referred to as the **“Agreement”**).

3. Account Terms.

- 3.1. You must register for an Account to access our Trading Platform to use our Share Dealing Services. You can register for an Account via our Website.
- 3.2. To be eligible to open an Account with us, you must be an individual who is at least 18 years old.
- 3.3. You may only make changes to your Account with our consent. We may require you to comply with our security procedures before we consent to any changes.

- 3.4. Your Account is to be used only by you or any person nominated by you and approved by us in accordance with our policies and procedures.
- 3.5. You may not assign or otherwise transfer your Account to any other person or entity.

4. Client Acceptance and Categorisation.

- 4.1. When applying for an Account, you must provide any information we request in order for us to comply with any requirements under our KYC Process in order to identify and verify you as a client. We have undertaken a risk-based approach to this process, which may require obtaining, including but not limited to, documentary proof of your name, date of birth and address. We reserve the right not to open Accounts for residents outside of Australia. You agree that we may use additional online electronic verification tools that may request, among other things, further details, documents, and photo & video evidence from yourself. If you cannot satisfactorily prove your identity and residence, you may not be able to open an Account with us or we may have to close your existing Account.
- 4.2. We may also ask you to provide additional personal information to ensure that you meet the tax requirements of other jurisdictions that you may choose to invest in. Failure to do so may mean that you suffer a greater amount of withholding tax on income, as referred to in more detail in Clause 23.3.
- 4.3. We will not accept you as a Client, and we shall not commence providing our Share Dealing Services to you until we have successfully completed the KYC Process.
- 4.4. Only after we have completed our client acceptance process and you have received a confirmation from us, shall we be able to offer you our Share Dealing Services. Prior to that moment, you shall be considered by us as a Prospect Client, and you may have access to certain parts of the Trading Platform for evaluation purposes. During such times, you shall be bound by the terms of this Agreement.

- 4.5. We shall categorise you as either a Retail Client or a Wholesale Client, as defined in the Corporations Act 2001. Unless expressly notified to the contrary in writing, we shall treat you as a Retail Client as required by the Applicable AU Law.

5. Share Dealing Services.

- 5.1. We shall provide our Share Dealing Services on an “execution-only” basis, meaning all Investment decisions are taken solely by you, and therefore you and you alone determine your Investment strategy and choices, are responsible for all Orders, and are responsible for regularly monitoring your Investments. We shall NEVER provide you with personal advice about your Investments, your transactions, or your Share trading decisions. We will NOT offer you any advice or recommendations regarding our Share Dealing Services, and no information provided by us should be interpreted as such.
- 5.2. You should obtain your own professional advice as to whether the intended Investments are appropriate for you. We may provide you with factual information or general advice in relation to our products, their potential risks, or about the financial markets in general. Our advice is not personal in nature and does not consider your personal objectives, financial situation or needs.
- 5.3. Using our Share Dealing Service entails a high level of investment risk. Orders you place for Transactions are at your own risk and expense.
- 5.4. By using the Share Dealing Services, including our Website and Trading Platform, you acknowledge and agree that:
- a. it is prohibited to use, store, reproduce, display, modify, sell, publish and distribute content and information related to the Share Dealing Services without our prior written permission;
 - b. You shall not use the Share Dealing Services for any unlawful or unauthorised purpose.
- 5.5. We are not responsible for the provision of any tax or legal advice in relation to the Share Dealing Services. You are solely responsible for any and all tax obligations applying to you as a taxpayer, including reporting and paying all applicable taxes,

duties or other fiscal liabilities in relation to the Share Dealing Services. This is without prejudice to the best-effort obligations of Trading 212 IE.

- 5.6. Our Multi-Currency Account functionality allows you to hold cash in multiple currencies. During the opening of your Account, you select a Primary Currency. The currencies available to be set as Primary Currency will be visible on the Website and differ based on your country of residency. The Primary Currency is used for calculating and displaying your Account balance and Statements. Once confirmed, your Account's Primary Currency cannot be changed. You can hold cash balances across multiple Non-Primary Currencies, as specified on our Website. We can add new currencies with immediate effect and no prior notice. In case we terminate the support for a currency, we will give you at least thirty (30) days' prior notice. When converting between currencies, the applicable FX fee will be applied, as per our Terms and Fees page on our Website. The applicable FX exchange rate will be the live interbank exchange rate.
- 5.7. To ensure we act within the scope of our regulatory permissions, please note that we are not a currency trading platform and you should not use the Multi-Currency Account functionality for this purpose without actively engaging in trading activities through your Account with us. For Accounts that are not actively trading, we reserve the right, at our sole discretion, to restrict your use of Multi-Currency Accounts.
- 5.8. Our 24/5 Trading feature allows you to buy and sell certain Investments outside of Regular Trading Hours. You can enable or disable the feature on our Website each time before you place an Order. With 24/5 Trading you will have access to three additional trading sessions:
- a. Extended Hours Trading consisting of two sessions:
 - i. Pre-market Trading, and
 - ii. After Hours Trading, and
 - b. Overnight Trading.

- 5.9. Not all Investments are available for 24/5 Trading – you can see which Investments are available by checking the Website. By enabling 24/5 Trading you will be able to trade around-the-clock with no interruptions. However, different timeframes may apply, for example during stock market holidays or US bank holidays, in which case we will do our best to notify you in advance. Trading outside Regular Trading Hours comes with additional risks, such as lower liquidity, higher price volatility and wider spreads. Your Order may be delayed, partially executed, or not at all. Please check our Website and our Risk Disclosure for more information and an overview of the associated risks.
- 5.10. Joint accounts are not allowed and you acknowledge that you are not allowed to have more than one Account in your name.

6. Your Rights and Obligations

- 6.1. You acknowledge that you are not permitted to open and/or operate an Account with us on a third party's behalf, regardless of your legal relations. You are expressly prohibited from making use of our Share Dealing Services for Algorithmic Trading purposes or for providing any commercial services, such as agent, brokerage and/or asset management services, regardless of the fact that such services may be legally authorised. We reserve the right to unilaterally close any such Account that we become aware of, and we shall not be liable for any losses, damages, costs, or expenses arising from our actions under this clause.
- 6.2. You shall provide us with such information as we require to comply with all ASIC Rules and all applicable anti-money laundering rules and regulations. You warrant that any information provided to us by you is complete, accurate and not misleading in any respect. We reserve the right to reject applications from high-risk jurisdictions in accordance with our ongoing legal and regulatory responsibilities.
- 6.3. You warrant on a continuous basis that by entering into this Agreement and any Transactions under it, you will not violate any Applicable Law and/or regulations.
- 6.4. You accept full responsibility for monitoring your Account. You agree to notify us immediately if you become aware of:

- a. the loss, theft or unauthorised use of your username or password or account number;
- b. the failure by you to receive a message or partial message from us indicating that an Order was received, rejected and/or executed; or
- c. any inaccurate information in your account(s) balances, statements, contract notes, records or assets or money held or transaction history.

6.5. You must ensure that your password remains confidential at all times, and you must take all responsible steps to:

- a. stop any other person using your password;
- b. not disclose your password to any other person, including any of our employees (whether over the telephone or otherwise);
- c. not use your account number in full or in part as your password;
- d. ensure you are not overheard when contacting us by telephone; and
- e. not leave your mobile phone or other devices unattended whilst you are logged on to the Trading Platform.

6.6. If you do not comply with the obligations in this Clause 6, this may affect the way we can provide our Share Dealing Services to you, and we may:

- a. refuse to open an Account for you or accept your assets;
- b. refuse to deal for you;
- c. refuse to make payments or transfer Investments from your Account;
- d. close your Account; and/or
- e. take any other responsible step necessary to comply with regulatory requirements.

- 6.7. We are not responsible or liable for any unauthorised access to, or use of, your Account (even where you may not be aware of such unauthorised access) except to the extent we have failed to take reasonable steps to secure our Website.

7. Our Rights and Obligations.

- 7.1. In our role as an intermediary passing on orders for execution to Trading 212 IE, we will assess investments periodically, and we will share information on investments so that we can take any appropriate steps to improve outcomes for you as our Client.
- 7.2. We may take any action that we, in our reasonable discretion, consider desirable to ensure compliance with Applicable Law. We shall not be liable for losses, damages or delays arising from our compliance with any statutory or regulatory requirements.
- 7.3. Before we accept your Instruction to Deal in relation to Investments and Shares listed in the United States, we will ask you to sign a W-8BEN form (which we shall provide to you).
- 7.4. We shall have the right not to accept an Instruction to Deal when:
- a. the relevant market is closed for trading;
 - b. if you do not have enough money in your Account to execute the Transaction; or
 - c. if there are events described as "Force Majeure" pursuant to Clause 28 of the Agreement.
- 7.5. We shall provide a periodic Statement and a Confirmation of your Transactions, as well as an account balance and a record of all Transactions for your Account via the Trading Platform. In the absence of Manifest Error, the Statement and Confirmation shall be binding on you. You shall check the electronic Statements received from us and notify us promptly of any discrepancy.
- 7.6. We shall open an Account in your name in the selected available currency. You shall be able to use your Account to trade once you have deposited at least the amount

specified in the Terms and Fees table into your Account and the Account has been confirmed as verified.

- 7.7. We shall have the right to introduce new Investments and Market Hours for trading at the Trading Platform and to suspend and/ or remove from the Trading Platform any Investment and Market Hours at our sole discretion. We will provide notice where we have made a change.
- 7.8. We reserve the right to immediately limit, restrict or suspend your Account (including imposing a Sell-only Limitation) in the following cases:
- a. Where we have a suspicion of unlawful activity;
 - b. Where you have breached this Agreement;
 - c. Where we have suspicions of restricted or abusive trading activity;
 - d. In the event we exercise our rights under Clause 31.7;
 - e. To comply with any regulatory obligations, including where you have not provided legally required information in a timely manner; or
 - f. We have reasonable grounds to believe that allowing you to continue trading will be detrimental to us, you as a Client, other Clients of us and/or financial markets.

In the above situations, we will notify you upon placement of a Sell-only Limitation.

- 7.9. We reserve the right to limit, restrict or suspend your Account (including imposing a Sell-only Limitation) with fourteen (14) calendar days prior notice in the following cases which may include but are not limited to:
- a. When we have issued you with a notice informing you of our intention to close your Account;
 - b. Where you have not provided your express consent whenever we have requested such, including but not limited to in the event that we need to obtain express consent in order to introduce new features or services on the Trading Platform or amend existing ones.

- 7.10. If a company goes bankrupt or is delisted from the respective stock exchange, in line with our Order Execution Policy, we may attempt to obtain prices for the instrument on the over-the-counter (OTC) market. If this is not possible, you shall be informed that your positions in shares of this company shall be closed, and you agree to the closing prices.

8. Exclusion of liability.

- 8.1. We shall not be liable for any losses, damages, costs or expenses incurred or suffered by you under this Agreement unless arising directly from our negligence, breach of contract, wilful default or fraud. In no circumstances shall we be liable for consequential loss or special damage.
- 8.2. The Company will not be held liable for any loss, cost or charge incurred resulting directly or indirectly from the exercise of our right to place restrictions on your Account or take any other action as provided in this Agreement.
- 8.3. You acknowledge that sometimes there may be technical issues or faults with the Trading Platform. In the event of downtime of the Trading Platform, you waive any claims against Trading 212 AU and/or Trading 212 IE for missed profits or claims that you would have executed an Order at a specific price during the downtime, except where the downtime is caused by Trading 212 AU's or Trading 212 IE's gross negligence, wilful default or fraud, and except as preserved by Clause 8.7.
- 8.4. We will make reasonable endeavours to notify you of any proposed Corporate Action provided that we receive timely notice of such actions, however in the absence of giving you such notice you agree that we will not be liable for failure to notify you.
- 8.5. You acknowledge that at our sole discretion, we can reverse or cancel any incorrect entry in the Account, including but not limited to voting rights, Corporate Actions, pending Orders, executed transactions, deposits, withdrawals and similar bookings, which has resulted in direct or indirect malfunction, error or mistake. We assume no liability in the event that we are not able to reverse or cancel any incorrect entry in the Account.

- 8.6. To the maximum extent permitted by any Applicable Law, neither party will be held liable for any fines, penalties, taxes (except GST) and any exemplary, aggravated or punitive damages, liquidated damages or any indirect or consequential loss (including but not limited to loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, loss of contract or loss of production).
- 8.7. Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation (including the Australian Consumer Law) that cannot lawfully be excluded or limited. Subject to this, nothing in this Agreement shall exclude or limit any duty or liability we may have to you for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or liability that cannot be excluded under any Applicable Law.

9. Settlement.

- 9.1. All Deals transacted between us will be carried out in accordance with the standard settlement practices and/or market rules of the relevant exchanges.
- 9.2. Transactions on worldwide shares generally settle on either a T+2 or a T+3 basis.
- 9.3. The settlement date cannot be changed once you offer to enter into a Transaction.
- 9.4. Investments held for you in custody will be used to settle your sale Transactions. Otherwise, in respect of all sale Transactions, you:
- a. confirm that, at the time of placing an order to sell, you are the beneficial owner of the relevant investments; and
 - b. will immediately arrange for delivery to us of any certificates and transfer forms, pertaining to such Investments, at the latest by the contracted settlement date, otherwise, payment to you may be delayed.

10. Deposits and Withdrawals.

- 10.1. You have the right to deposit and withdraw money to/from your Account via the methods specified on our Website. We reserve the right to restrict the available methods at any point in time. Please note that depending on the method, there might be specific conditions for the deposit to take place. You are obligated to log in to our Website via your username and password before issuing a Payment Instruction. Please note that for any deposits and/or withdrawals, you are obliged to use only a bank account, card or another type of account belonging to you. We may terminate your Account where we identify that the source of funds is not from an account that belongs to you.
- 10.2. You should transfer money to your Account only after agreeing to the terms of this Agreement and receiving a username and password to access the Trading Platform. You can only make deposits/withdrawals to/from Accounts in your own name.
- 10.3. Deposits/withdrawals from/to third parties are not permitted and will not be processed. By agreeing to make a deposit, you confirm you are depositing your own funds for your own trading with Trading 212 AU.
- 10.4. Submitting a withdrawal request can be done by logging in to your Account on the Website. When making use of the Multi-Currency Account, you can submit a withdrawal request in any available currency. We will not auto-convert funds when executing your withdrawal request. You need to select the currency balance you want to withdraw from and we will pay out in this currency to the relevant bank account. Please note, it may take up to three (3) Business Days to process your request. You shall have the right to withdraw money from your Account up to the amount of the Available Cash. No payments to third parties from your Account shall be allowed.
- 10.5. Regardless of Clause 10.4. above and anything else mentioned in these Invest Terms, you acknowledge that by default, the withdrawal of any portion of the Available Cash will be executed via the same method, in the Primary Currency and to the same source as the one we originally received the funds from. There are certain situations where an exception might be made for a withdrawal to be executed to a payment method different from the one used for a deposit, but those are subject to prior approval by us.

You will be required to provide us with all evidence requested by us that the new payment method is in your name.

- 10.6. You might not be able to withdraw the proceeds of the sale of shares from your Account unless and until the sale has settled on the settlement date (usually at T+2). Notwithstanding the latter, under certain conditions, proceeds of sale of shares held in your Account can be used before the settlement date for the purpose of buying more shares and/or making a withdrawal. To this end, on a best effort basis we may, at our absolute discretion in limited circumstances, after receipt of a request from you, allow withdrawal of limited amounts. In the event that we allow withdrawals of proceeds or use of proceeds to buy more shares prior to settlement as per this Clause 10.6, we will have the right to block a corresponding amount of your client money and, upon settlement, compensate ourselves for allowing withdrawals or use of proceeds to buy more shares prior to settlement.
- 10.7. You consent that whenever you confirm a withdrawal, Trading 212 AU will use a specific payment intermediary or bank to process your withdrawal as per your Payment Instruction. The payment intermediary or bank may hold the withdrawal amount while the payment transaction is being processed.
- 10.8. We may request additional information and/or documentation to verify the legitimacy of any Payment Instruction request. We may delay or refuse to process a Payment Instruction where we have reasonable grounds relating but not limited to:
- a. the authenticity of the instruction provided;
 - b. the suspected unauthorised or fraudulent use of your Account;
 - c. the validity of the nominated bank account supplied; or
 - d. legal or regulatory requirements.

You hereby agree that under such circumstances, there may be a delay in the processing of your Payment Instruction.

- 10.9. You hereby undertake to inform us every time a card used by you to make deposits to your Account has been blocked, deactivated or otherwise suspended. Save for cases

where a card has expired, we shall not be liable if we should satisfy your withdrawal request by way of paying money back to a card that has been blocked, deactivated or otherwise suspended without your prior notification thereof.

10.10. If you decide to withdraw funds that were initially deposited with a payment card, by submitting a chargeback with your issuing bank or otherwise, then you expressly agree that we shall have the right to set-off the respective amounts from your Available Cash in relation to any funds that are successfully reversed during the chargeback process.

11. Communications.

11.1. You shall place Orders via the Trading Platform after logging in with your username and password.

11.2. If you need to contact us for any reason in relation to this Agreement, please do so:

- a. by post to Trading 212 AU Pty Ltd, GPO Box 200, Sydney NSW 2000; or
- b. by the Chat button on the Trading Platform; or
- c. by email at: info@trading212.com

11.3. We may contact you and give you any notices in connection with this Agreement by post, telephone, or by electronic means using the latest address, telephone number or electronic mail address which you have provided. You hereby consent to us providing you with information through a durable medium other than paper and to us providing information that is not addressed to you personally by means of the Company's Website.

11.4. You agree that we may record all communications between you and us and use such recordings, or transcripts of such recordings, as well as any e-mails, recorded chat messages or other communications you send to us through our Platform or otherwise, for training purposes, for the purposes of investigating any complaint you may make, or for any other legal or regulatory purposes including as evidence in any dispute or anticipated dispute between you and us. Upon your request and in accordance with

our Privacy Policy, we will provide a copy of such records to you within a reasonable period.

11.5. If you no longer want to receive email, in-app or push notifications from us, you can easily unsubscribe by following these steps:

- a. When you receive a notification from Us in your email, please click on the “Unsubscribe from this type of notifications” link at the bottom of the email page and we will immediately unsubscribe you from receiving the respective category of notifications; or
- b. Log in to your Account via our Website or the Trading 212 AU mobile application, go to “Settings”, then “Notifications” and simply tick the notifications you would like to receive. If you are no longer willing to receive any notifications, just untick them all.

Notwithstanding the above, please note that we might be obliged to notify you about certain events (i.e. amendments to this Agreement) and therefore, you cannot unsubscribe from receiving mandatory communications.

12. Placing an Order to Deal.

12.1. We will treat each Order you place for the Share Dealing Services as an offer to purchase services subject to this Agreement. We may, in our reasonable discretion, refuse to accept any Order or instruction from you, or we may accept your Order subject to certain conditions or we may, acting reasonably, refuse to proceed with an Order that we have accepted (including but not limited to situations where we are unable to execute your Order due to restrictions with our executing brokers or other third parties, trading venues or due to unusual market conditions). If we do this, we will make all reasonable efforts to facilitate sales and notify you in writing unless we are prevented from doing so by law.

12.2. Orders may be executed after acceptance by us. In some situations, we may provide a partial fill of an Order as an alternative to an outright rejection. If an Order can only be executed partially due to various reasons or applicable limits, you authorise us to make all reasonable efforts to execute that part of the Transaction.

- 12.3. Orders executed during 24/5 Trading will be processed by Trading 212 IE's Systematic Internaliser, as defined in our Order Execution Policy. All order types available during Regular Trading Hours will be available during 24/5 Trading. Market conditions however may differ significantly in comparison to Regular Trading Hours and you should consider the risks related to trading outside of Regular Trading Hours. Please refer to our Order Execution Policy and Risk Disclosure for more details.
- 12.4. By placing an Order for the purchase of Investments, you agree that you will have sufficient funds in your Account on the date when you are required to make the payment to settle the trade. When you place an Order, we shall exercise our best efforts to calculate the maximum amount of Available Cash that you can spend on this Order and add a reasonable percentage above the current market price to cover market price changes ("Total Order Blocked Funds"). The Total Order Blocked Funds will be blocked and will not form part of Available Cash. Upon execution of the relevant Order any residual funds of the Total Order Blocked Funds will be returned to the Available Cash. We shall not accept an Order if there are not sufficient funds at the point of placing and it is your sole responsibility to make sure that you have sufficient Available Cash in your Account to cover the Total Order Blocked Funds.
- 12.5. You acknowledge and accept that there may be a delay in the execution of an Order because all Orders are executed strictly by reference to time of receipt. In particular, an Order received when the relevant exchange is closed or not on a Business Day will not be executed until after it next re-opens (unless 24/5 Trading is available). We will present that Order for execution when the exchange next reopens or, if a large number of Orders have been received while the market is closed, as soon as reasonably practicable after the exchange next re-opens.
- 12.6. You acknowledge and accept that:
- a. we do not provide a fixed price for execution, except to Limit Orders (as defined in our Order Execution Policy);
 - b. for each Transaction, you shall receive a quote from the Trading Platform. The quote shall only be valid until replaced by a new one, which shall happen automatically on the Trading Platform;

- c. all quotes displayed on our Trading Platform are only indicative; and
- d. due to price movement, the actual execution price may differ.

- 12.7. You can place an Order as long as the value of the Order does not exceed 95% of the Available Cash in your account. Regardless of this, you can still end up with a negative balance on your Account in cases of sudden market volatility, where the price would drastically change between the time of giving the order and its execution. This is commonly referred to as 'Order slippage'. Should such a change occur, and your obligation to settle exceeds your Available Cash, you will remain liable to settle the Deal in full. If a Deal results in a negative balance on your Account, you instruct us to attempt to sell the part of your Position that results in a negative balance to prevent a negative balance on your Account – we will do this on a best-effort basis.
- 12.8. You are not permitted to short sell. This means that you cannot give us an Instruction to sell an Investment that you do not own at the time of the sale and that is not held on your Account, whether settled or unsettled at the time of sale.
- 12.9. When you place a buy Order, the funds to be invested will be used by Trading 212 AU to cover both the price of the Financial Instrument/s and any applicable transaction tax, governmental or administrative levy and fee or other liabilities. Similarly, when you place a sell Order, any applicable transaction tax, governmental or administrative levy and fee or other liabilities will be subtracted from the receipts booked in your Account. Transaction tax is the collective term referring to all taxes and levies charged in transactions in Financial Instruments in all applicable jurisdictions. Certain jurisdictions may oblige you to pay a certain amount (usually, a fixed percentage) of transaction tax. The existence and amount of tax depend on the specific type of Financial Instrument and the applicable national legislation. Trading 212 AU will on a best-effort basis withhold those transaction taxes from you and the relevant funds will cease to be protected under ASIC Rules, as they will be due to the respective authorities and not to you. Specific cost details will be provided to you within the order review window.
- 12.10. You accept that some small and micro-cap shares trade on highly illiquid markets or by way of an auction or other non-standard bidding process, which may cause delays in executing Orders in such Financial Instruments. In these circumstances, you agree that Trading 212 IE will process your Order as soon as is reasonably possible. Trading 212

IE will not be liable for any financial losses, perceived or actual, that you may suffer as a result of these delays.

- 12.11. Trading 212 IE may temporarily or permanently, at any time and at its sole reasonable discretion, place restrictions and other limits on the minimum and/or maximum size of any Order or Position in any Investment. Such limits will be imposed as a result of considerations including but not limited to market conditions and/or an assessment of Trading 212 IE's risk and/or compliance requirements. In such an event, we will exercise our best efforts to inform you as timely as possible by email or through our Trading Platform. Nevertheless, it is your responsibility to monitor your Account and be informed about the current size limits imposed on Orders that you may want to execute.
- 12.12. Multi-Currency Accounts allow you to select the currency of your Order before placing it, which can be either the Instrument Currency or your Primary Currency. You will not be able to place an Order in more than one currency. You are responsible for ensuring you hold sufficient Available Cash in the currency you selected for your Order. In case you do not hold sufficient Available Cash in the currency of your Order, your Order may not be executed or may be executed partially.

13. Fractional investing.

- 13.1. Trading 212 AU's Fractional Shares programme allows you to purchase some securities in monetary amounts rather than share quantities. You will be able to buy fractions of some securities, to be determined in Trading 212 AU's discretion. The benefits of fractional shares are that it provides extensive diversification for relatively small investments, but you should be aware of the unique features, risks and limitations prior to participation in Trading 212 AU's Fractional Shares programme.
- 13.2. If you hold fractional entitlements (such as dividends, options and voting rights), you will have the sole beneficial interest to the entitlement. Any dividend payable to you will be on a pro-rata basis to reflect your fractional entitlement (we will hold these on your behalf in line with the ASIC Rules see Clause 14 below). We will exercise our best efforts to provide you with the possibility to exercise any voting rights on a pro-rata basis, in

line with conditions of Clause 23. We do not restrict in any way any rights you would otherwise have over the securities and funds in your Trading 212 AU account, including any fractional shareholdings.

- 13.3. You acknowledge and agree that fractional shares are not transferable. If you close your Account or transfer your Account to another firm, the fractional shares held in your Account shall be liquidated. Similarly, Fractional shares cannot be put into certificate form and mailed. Liquidations of fractional shares may result in additional charges.

14. Client money.

- 14.1. Any money, regardless of its currency, held on your behalf by us that qualifies as client money for the purposes of ASIC Rules will be protected in accordance with those rules and held in a segregated bank account alongside the money of our other clients.
- 14.2. When you hold Uninvested Money in your Account with us, we may hold your money in interest-bearing Regular Bank Deposits with ADIs.
- 14.3. All due skill, care and diligence will be exercised in the selection, appointment and periodic review of any third-party ADI with whom your money is placed. We will not be responsible for any acts, omissions or defaults of the third-party bank.
- 14.4. As an enterprise operating in NSW, Australia, Trading 212 AU is required to comply with the unclaimed client money provisions under Division 2 of Part 7.8 of the Corporations Act 2001 (Cth) and, to the extent separately applicable, the Unclaimed Money Act 2024 (NSW). In the event that there has been no movement on your Account balance for a period of at least six (6) years and we are unable to contact you despite having taken reasonable steps to do so, you agree that we may cease to treat your money as client money, and classify the funds as "Unclaimed Money". Unclaimed Money remaining in your Account greater than AUD 100, or equivalent in any foreign currency, will be paid to Revenue NSW. Unclaimed Money remaining in your Account less than AUD 100, or equivalent in any foreign currency, will be paid to a registered charity.

- 14.5. Where appropriate, you authorise us to allow another person such as an exchange, clearing house or intermediate broker to hold or control your client money for the purposes of your Transactions on your behalf through or with that other person.
- 14.6. In the event of our failure (for example, due to insolvency), any money held in a client money account by third parties will be segregated from our other assets and will not be available to our creditors. However, in the event of failure (for example, due to the insolvency) of a third party, as your client money will be held with other customers' money in a pooled client money account, in the event that the third party holding the money defaults and there is a shortfall, you agree to share proportionately in that shortfall with other creditors of the third party where your client money is deposited.
- 14.7. We may hold client money in a client bank account located in a jurisdiction outside of Australia. The legal and regulatory regime applying to any such third party will be different from that of Australia, and in the event of the insolvency or any other equivalent failure of that third party, your money may be treated differently from the treatment which would apply if the money was held with a bank in Australia.
- 14.8. Your money will cease to be Client Money when it is paid to you or to one of your duly authorised representatives; or paid to a third party on your instructions, or paid to us when money is due and payable to us.
- 14.9. We will take all the necessary steps to ensure that the clients' funds are protected. Specifically, we will:
- a. maintain records and accounts enabling us at any time and without delay to distinguish funds held for one client from funds held for any other client and from our own funds;
 - b. maintain records and accounts in a way that ensures their accuracy and, in particular, their correspondence to the funds held for our clients and that they may be used as an audit trail;
 - c. introduce adequate organisational arrangements to minimise the risk of the loss or diminution of client funds, or of rights in connection with those funds, as a result of misuse of funds, fraud, poor administration, inadequate record-keeping or negligence;

- d. introduce arrangements to ensure that clients' funds are safeguarded in the case of insolvency;
- e. appoint a single officer of sufficient skill and authority with specific responsibility for the safeguarding of client funds.

14.10. When making use of our Multi-Currency Account functionality, your funds may be held in different client bank accounts. Nevertheless, at all times they shall constitute Client Money and shall be subject to the applicable ASIC Rules.

14.11. Given the nature of the Share Dealing Services, your Account will ordinarily not have a negative balance. Nevertheless, it is possible for your Account balance in your Primary Currency and/or Non-Primary Currency to be negative in certain limited situations. This includes situations such as Order slippage and fees and charges imposed by the issuers of Financial instruments. When making use of our Multi-Currency Account, you agree that we have the right to convert funds you hold in your Primary Currency and/or Non-Primary Currency to cover a negative balance in any other currency. You also agree to immediately deposit sufficient Available Cash to cover any negative balances on your Account balance.

15. Interest Sharing Programme.

15.1. If you provide us with your express consent to participate in our Interest Sharing Programme, we will retain any received interest, and we will separately pay you part of it in the currencies and at the rates specified in the Terms and Fees page on our Website. Please note that these currencies and rates may be subject to change, as per Clause 15.3 below. In case you make use of our Multi-Currency Account and hold Uninvested Money in more than one interest-paying currency, you will be able to earn interest on each of those balances. Not all currencies offered in the Multi-Currency Account are interest-paying – you can see which currencies are interest-paying in the Terms and Fees page on our Website.

15.2. At any time, you can change your mind and either opt in or out of the Interest Sharing Programme via our Website. If you choose not to participate in the Interest Sharing Programme, no interest will be paid to you as per clause 15.1. We may still hold your

Uninvested Money in Regular Bank Deposits with ADIs, and we will retain any received interest.

- 15.3. The interest rate we receive can be subject to immediate change by ADIs, for instance, due to changes in the applicable base rate. If we lower the interest rate you receive, we will give you at least one (1) day's notice. If we increase the interest rate to your advantage, we will apply the changes immediately and not send a notice.
- 15.4. If you opt-in to the Interest Sharing Programme and meet the criteria for receiving interest on your Uninvested Money according to this Clause 15, no further action is required on your part to receive the interest, it will be credited to your Account automatically at the end of each Business Day and reflected on your periodic Statement.
- 15.5. You will be eligible to receive interest as of the next day after you opt in to the Interest Sharing Programme, and you will not receive any interest for the day you opt out of it. We will only pay you the interest if that amount is greater than or equal to one (1) penny (or cent, depending on the currency). If it is less than that, we will retain it and roll it forward until one (1) penny is accumulated and then pay it out to you. Until such time, any amount less than one (1) penny will not be held as client money under Clause 14.
- 15.6. Depending on your tax residency and the type of your Account, a withholding tax may be applicable. You are solely responsible for any tax liabilities and if in doubt, you should contact the relevant tax authorities with any queries.

16. Client assets.

- 16.1. You instruct us to hold any Investment bought on your behalf until we receive further instructions from you to sell that Investment or transfer it into your own name or to another nominee, in accordance with Clause 16.12. In compliance with ASIC Rules, we shall be acting as your custodian and keep those assets on your behalf in safe custody.
- 16.2. We may, subject to the ASIC Rules, appoint any other third party to hold your Investments on trust, including documents of title or certificates evidencing title to such Investments. We may appoint a third party as a sub-custodian of your securities. We

will exercise reasonable skill and care in the selection, appointment and periodic review of such third parties, but we are not liable for their acts, omissions, insolvency or dissolution. Any discrepancy in terms of client assets and any resulting shortfall will be dealt with in accordance with the ASIC Rules.

- 16.3. A third party holding your Investments may have a security interest, lien or right of set-off over your Investments, which are not settled as per Clause 9. This may be required by Applicable Law to such a third party in the jurisdiction where your Investments are held or may be imposed by the third party as security for the fees it charges for holding your investments. In the unlikely event that a third party exercises its rights over such unsettled Investments, Trading 212 AU will be liable to you for all and any such Investments.
- 16.4. You hereby authorise us, and any third party that we appoint, to hold your Investments in safe custody and to be appointed as your custodian (or a Sub-custodian, as applicable), to transfer securities from your Account to meet sales effected for your Account, to accept offers, or undertake other matters in relation to your Investments covered by this Agreement.
- 16.5. You will retain beneficial ownership of your Investments. Detailed records of all your Investments and assets held by us will be kept at all times to show that your Investments are held on your behalf, for your benefit and do not belong to us or any Sub-custodian.
- 16.6. Investments purchased by us on your behalf or transferred to us will be registered in the name of a Nominee Company or our name or a Sub-custodian. We will be responsible and liable for our nominee to the same extent as for our own acts, including losses arising from fraud, wilful default or negligence.
- 16.7. Whenever your Investments are registered in the name of a Nominee company nominated by us, that Nominee will hold them in trust for you. This means that you are the beneficial owner of the Investments. Any Investments held by a Nominee will be held in an omnibus account and your assets will be segregated from our own assets and those of the appointed Sub-custodian.

- 16.8. Your Investments will be registered in the same name as those of other clients (pooled together with other clients' Investments in an omnibus co-mingled custody account, like with like). This means that Investments may not be immediately identifiable by way of separate certificates. If our third-party Nominee or we were to become insolvent, there may be delays in identifying individual assets and possibly an increased risk of loss if there should be a shortfall because additional time may be needed to identify the assets held for specific clients. In addition, in the event of an unreconciled shortfall caused by the default of us or a Sub-custodian, you may share proportionately in that shortfall.
- 16.9. You authorise us as your custodian or any Sub-custodian to hold or transfer Investments (or entitlements to them) to a securities depository, clearing or settlement system. Investments that cannot be settled through a central securities depository system may be held overseas by a third-party (including custodian, Sub-custodian, registrar, bank, intermediate broker, or settlement agent) under the conditions of Clause 16.10 below and the applicable ASIC Rules.
- 16.10. You agree to the following: because of the nature of Applicable Law or market practices in certain overseas jurisdictions, it may not be possible to register your Investments in your name, the name of the Nominee or other relevant third party and, where we have determined that it is in your best interests, or it is not feasible to do otherwise, your Investments may be registered or recorded in our name or in the name of the person who is a Sub-custodian insofar as permitted per the applicable ASIC Rules.
- 16.11. We may be required to give your details (including your email address) and details of your shareholding to any relevant authorities, if required to do so by the Applicable Law.
- 16.12. Trading 212 AU may not facilitate the transfer of Investments to another firm. The Investments held in your Account may need to be liquidated, and cash can be withdrawn and transferred by yourself to another firm. Similarly, any Investments held with another firm may not be transferred to your Account with Trading 212 AU. Investments cannot be put into certificate form and mailed. Liquidations of

Investments may result in additional charges imposed by third parties (this can include, but is not limited to government fees and levies, bank charges, etc.).

17. Fees.

- 17.1. If applicable, you shall pay the charges and/or commissions to us, details of which are set out in the Terms and Fees table and may be amended from time to time by written notice from us to you. For Multi-Currency Accounts, any applicable fees due when executing orders will be deducted from the currency of the relevant Order.
- 17.2. Charges due to us shall be due immediately upon our demand which may be oral or in writing unless otherwise agreed and shall be paid by you as stated on Confirmations and periodic Statements, and such charges may be set off against any payment due from us to you. You agree and understand that any other obligation and liability towards us is subject to unilateral set-off from your side going back to the beginning of our contractual relationship.
- 17.3. You acknowledge that Zero (0) commission will be subject to any applicable tax, governmental or administrative levy, and fee or other liabilities, charges, costs and expenses payable in connection with the transactions effected on your behalf.
- 17.4. You agree that Trading 212 AU will not be liable for any additional fees you may be charged by any bank, credit card provider or other third-party financial services provider, which are being used for the transfer of funds to and from us.
- 17.5. Some Financial Instruments (including but not limited to American Depositary Receipts, ADRs) may be subject to fees and charges imposed by their issuer. These will be charged to your Account. As a result, your Account may end up with a negative balance if there is insufficient Available Cash to cover these fees and charges. You agree to immediately deposit sufficient Available Cash to cover the negative balance.

18. Risk warnings.

There are risks involved with the use of the Share Dealing Services, including investment risk caused by the fact that the value of your investments will change over time. For a more detailed overview of the applicable risks, please refer to our Risk Disclosure available on our Website.

19. Market Abuse

19.1. You shall not act in any way other than in the normal course of business or seek to manipulate the relevant financial market and/ or the Company's trading platform, including but not limited by entering into a transaction which may qualify as:

- a. Market abuse (such as insider trading or abusive use of confidential information) or any similar practices which may qualify as market abuse; Insider trading is a criminal offence for which you can be prosecuted, fined and imprisoned;
- b. Scalping;
- c. Acting in concert with a third party or similar abusive or manipulating way of using the Trading Platform;
- d. Platform abuse, price manipulation, time manipulation or similar practices; and
- e. Exploiting errors in prices.

19.2. The confirmations set out in Clause 19.1 are made by you on the date of this Agreement and are deemed to be repeated on each day this Agreement is in full force and effect. In case of any breach, we shall have the right to cancel or void any Order or trade made in violation of Clause 19.1 (regardless of whether the Position is still open or closed), to close your Account and to terminate the Agreement. In such a case, we shall not be held liable for any damages incurred by you.

20. Conflict of Interest.

There may be limited circumstances in which a conflict exists between your interests and those of us or our other clients. We will provide disclosure of any conflicts in accordance with the ASIC Rules.

21. Order Execution.

- 21.1. In accordance with the Applicable Law, we will rely on our Order Execution Policy that sets out the steps that we will take in order to obtain the best possible result (best-execution) on behalf of our clients. To this end, the Company will continuously monitor the performance of all Order executions provided to our clients by Trading 212 IE. Monitoring will focus on the most important execution factors, including “price” and “cost”, whereby reference prices sourced from other regulated financial markets will be used to benchmark executions provided by Trading 212 IE. The Order Execution Policy applies when Trading 212 IE executes Orders from Clients to trade in any of the Investments offered by us. As stated in Clause 2 above, the Order Execution Policy is an integral part of this Agreement, and it can be found on our Website.
- 21.2. Under certain conditions we may aggregate your Orders with those of other clients. In certain cases, such aggregation may mean that you obtain a less favourable price.

22. Trading Platform.

- 22.1. You shall instruct us to deal for you electronically via our Trading Platform.
- 22.2. We will endeavour to execute all eligible Instructions to Deal as soon as reasonably practicable.

- 22.3. Where a delay occurs because we are unable to interact with the relevant market for any reason, we will attempt to execute your Instruction to Deal as soon as reasonably practicable.
- 22.4. We may be required to cancel a Transaction if requested by a relevant stock exchange or may be required to cancel an Instruction to Deal if requested or recommended by an exchange, and you agree to use all reasonable endeavours to assist us in this regard.
- 22.5. You acknowledge that all proprietary rights in the Trading Platform are owned by us or by any applicable third-party licensors or service providers selected by us and are protected under copyright, trademark and other intellectual property laws and any other Applicable Laws.

23. Voting Rights, Interest, Dividends, and Corporate Actions.

- 23.1. It may be possible for you to participate in a Corporate Action (including but not limited to dividends, voting rights, stock split, merger, spin-off, exercise of any conversion or subscription rights or other types of Corporate Actions attached to Investments we hold on your behalf). We will exercise our best efforts to inform you of such Corporate Actions, but we cannot guarantee the timely delivery or correctness of any information provided by us with regards to such Corporate Actions. We are not obliged to, but we may arrange for your participation in such Corporate Actions. We do not accept any liability for any actual or potential loss you may suffer if we are unable to facilitate your participation in any Corporate Action.
- 23.2. With respect to exercising your voting rights, we shall by default classify you as a non-objecting beneficial owner ("NOBO"), which means that you allow Trading 212 AU to share your personal information, limited to what is permitted by law and required for facilitating your participation, with the companies in which you hold those shares and with the third party provider facilitating your voting rights. Nevertheless, you are allowed to opt-out and change your classification to an objecting beneficial owner

("OBO") by contacting us. In this case your personal information will not be shared with any third parties.

23.3. We will be responsible for claiming and receiving dividends, interest payments and other income payments accruing to your Investments we hold on your behalf. Trading 212 AU will book any proceeds from your Investments in your Account balance. In the case of Multi-Currency Account, such proceeds will be credited to your Primary Currency. Dividend payments will remain exempt from foreign exchange fees and any exchange will be done at the live currency exchange interbank rate. However, often a withholding tax would apply to such proceeds and we will exercise our best efforts to collect the applicable withholding tax, whereupon the relevant funds will cease to be protected under ASIC Rules, as they will be due to the respective authorities and not to you. The existence and percentage of withholding tax depends on various factors and circumstances, such as your tax residency, the national legislation of the issuer and any applicable tax treaty. In some cases, you may be able to reclaim all or part of any withheld taxes and may be required to provide additional information to the relevant tax authority. Please note that you are solely responsible for tax filing and reporting. If required by law and upon demand, Trading 212 AU will provide information relating to you to the relevant tax authorities.

23.4. You shall be solely responsible for providing us with your instructions in respect of Clauses 23.1 and 23.3 above, but if we are unable to obtain your instructions, we may, without incurring any liability, use our judgement and act as we think fit in your best interest.

23.5. As a result of Corporate Actions, you may be allocated fractional shares. Trading 212 AU will aim to provide them as fractional shares, however, if that is not possible for any reason, Trading 212 AU will pay a cash equivalent of your fractional shares to your trading Account.

23.6. In the case of Corporate Actions, you understand and accept that the terms and delivery date of the Corporate Action can be subject to immediate change without notice due to changes made by the issuer or any other entity involved in the Corporate Action. You accept that any Corporate Action can be amended, withdrawn or cancelled at any time. You acknowledge and accept that these changes are beyond

the control of Trading 212 AU, which will not be liable for any financial losses, perceived or actual, that you may suffer as a result of these delays.

- 23.7. In the event of a stock split, you acknowledge and accept that Trading 212 AU may be unable to apply the split to fractional investments. In these circumstances, you accept that Trading 212 AU may offer to pay you a cash equivalent of your holding at the time of the stock split as an alternative, which may result in you no longer holding shares in the affected securities. You accept that Trading 212 AU is under no obligation to obtain your consent prior to taking this action.
- 23.8. In the event of a merger, spin-off, or special stock dividend, we will exercise our best efforts to provide you with the new stock. However, this may not be possible in certain situations, for instance, due to the omnibus structure of the custody account or technical reasons. You consent that in such situations, the relevant corporate action will be paid in cash to your Account. If, after your Account has been deactivated, you become entitled to a stock dividend or other corporate action, you expressly instruct us to convert that entitlement to cash (for example by selling a stock dividend) at the first available opportunity and to return the full proceeds to any of the methods that you used for deposits. In the event that none of the methods is active, we will exercise our best efforts to notify you and obtain information on an alternative method to return the relevant proceeds.
- 23.9. When making use of Overnight Trading and dealing with stocks affected by a Corporate Action (such as a stock split, merger, acquisition, new listing, or delisting), the value and quantity of the respective Investments might be affected. In such cases, these stocks may be restricted for trading by the respective exchange until a complete Regular Trading Hours session has taken place following the processing of the Corporate Action.
- 23.10. In the event that there is a client money entitlement that cannot be allocated to you in whole pennies or cents, meaning there is a residual amount of less than one (1) cent or penny (as applicable, depending on the currency of your Account) that needs to be allocated to you, you expressly agree that we may write this amount off and pay it away to a registered charity.

24. Dividend Reinvestment.

- 24.1. We may allow for dividends on stocks in your Account to be reinvested, and it may be done automatically as long as you instruct us to do so, by making use of Trading 212 AU's Investment Pies technical tool. In the case of Multi-Currency Account, dividend reinvestment will be processed in your Primary Currency. For more information, please refer to our Pies and Autoinvest Terms, which in case of contradiction, shall prevail over this Clause 24.1. Dividends on stocks will only be reinvested in the same stock where the dividend originated from. Instructions to reinvest dividends will not be carried out if your Account has been suspended or restricted by us in accordance with this Agreement.
- 24.2. You will receive the maximum whole number of shares or fractions of a unit that can be bought on your behalf. If your entire stock is sold before the dividend payment date, no reinvestment will take place, and the whole of your dividend will be paid in cash to your Account.
- 24.3. Dividend reinvestment will take place as soon as reasonably practicable following payment of the dividend to your Account. We reserve the right to delay or postpone investments where there is insufficient liquidity in the market and in certain circumstances (e.g. if the relevant eligible investment is not available, in extreme market conditions, for operational reasons or due to a system failure or malfunction). We will not be responsible for any loss which you may incur as a result of such market movements.
- 24.4. The number or value of stocks you will receive for each dividend that is reinvested will depend on:
- a. the amount of your cash dividend, which is based on the number of existing stocks of that type you hold at the relevant dividend record date multiplied by the dividend payment amount;
 - b. the market price at which the new stocks are bought; and
 - c. the dealing costs and applicable taxes for the purchase of the new stocks.

25. Confidentiality.

Both parties shall hold in confidence all personal, business, financial and other confidential information which is obtained about the other party as a result of providing the Services to you and shall use all reasonable endeavours to prevent any disclosure of such information, subject to this Clause. We may disclose information about you in the following circumstances:

- a. to any authority having the legal right to your information (including any law enforcement or tax authority);
- b. where we are required to disclose information pursuant to any court order or a similar process;
- c. where we are otherwise required or permitted by law to make disclosure; or
- d. where necessary in order to provide you with the Services.

26. Personal Information Protection.

26.1. We will collect and hold personal information of you in our administration for the purpose of providing you services under this Agreement. Your information will be processed as specified in the Privacy Policy and Cookies Policy, available on our Website, in line with the Applicable Law (including the Privacy Act 1988 (Cth) and the Australian Privacy Principles).

26.2. We are required to identify and verify the identity of our clients and, in certain circumstances, those of other persons such as directors or beneficial owners, in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), and to keep that information updated. You shall agree that we may make checks using online electronic verification systems or other databases as we may decide. These may request, among other things, further details, documents, photo and video evidence from yourself. If you cannot satisfactorily prove your identity, you will not be able to open an Account with us or may have to close your existing Account. We may also report to official agencies any information which may come to our attention

that gives rise to money laundering or terrorist financing concerns. We may be prohibited from notifying you of any report we may have to make or from either confirming or denying that a report has been made. In those circumstances, we shall not be able to accept responsibility for any resulting loss or inconvenience.

26.3. If we are required to notify you of an eligible data breach under Part IIIC of the Privacy Act 1988 (Cth) (Notifiable Data Breaches scheme), we will notify you as soon as practicable with details of the breach and the steps we are taking in response, in accordance with our obligations under that scheme.

27. Event of Default.

27.1. Each of the following constitutes an 'Event of Default':

- a. you default in any payment or other obligation you may have to us;
- b. any bankruptcy, winding-up, administration or similar petition be filed by or against you;
- c. notice be given of a general meeting of your creditors or any similar event;
- d. you die or become of unsound mind;
- e. any event beyond our control occurs in the country in which you are normally resident, which, at our sole discretion, makes it desirable for the protection of Trading 212 AU to treat the same as an Event of Default;
- f. any termination or suspension or loss of any relevant regulatory authorisation;
- g. any representation or warranty made under this Agreement proves or becomes false or misleading in any material respect;
- h. we consider it necessary or desirable for our own protection or to prevent what we consider is or might be a violation of any Applicable Law or good standard of market practice or any action is taken or event occurs which we consider might have a material adverse effect on your ability to perform your obligations under this Agreement; and

- i. any event of default (howsoever described) occurs under any other agreement between us.

27.2. At any time following the occurrence of an Event of Default, we may, by written notice to you, terminate this Agreement immediately.

28. Force Majeure.

28.1. Whilst we endeavour to comply with our obligations in a timely manner, we shall incur no liability whatsoever for any partial or full default of our obligations by reason of any cause or event beyond our reasonable control, including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result. In addition to and notwithstanding any of the above, the Force Majeure definition shall include, but shall not be limited to any superior force, any event that encompasses acts of god (such as earthquakes or tsunamis, etc.), certain acts of man of a disruptive and unforeseeable nature, industrial action, epidemics, pandemics, actions by government agencies, or work stoppages, any material change in economic conditions or any other event, that is beyond the reasonable control and was and whose effects could not be avoided by reasonable measure.

28.2. Force Majeure shall include any of the following: the suspension or failure of any Financial Instrument, whether underlying or not, the suspension or closure of any markets, exchanges, the nationalisation and/or government sequestration, the failure of any of our suppliers, and if applicable our intermediate broker, agent or principal, dealer or any custodian, sub-custodian, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations. In any such event, we will try to take reasonable steps to mitigate the effect of the event in order to continue our operations and to continue to provide you with services.

29. Complaints and Disputes.

29.1 Please inform us about any complaint as soon as practicable. Our internal complaint handling policy is available on our Website. We will provide you with a final response within 30 calendar days. If additional time is required, we will notify you of the reasons for the delay and your right to escalate the complaint to AFCA.

29.2 If you are unhappy with the service that you receive from us or if we have been unable to resolve the complaint to your satisfaction, you are entitled to refer the matter to the Australian Financial Complaints Authority (AFCA) at 1800 931 678 or info@afca.org.au.

29.3 If you are experiencing financial difficulty or personal hardship that is affecting your ability to manage your Account or meet your obligations under this Agreement, please contact us as soon as possible. We are committed to working constructively with clients in such circumstances and may be able to offer reasonable accommodations. Please use the contact details in Clause 11 to reach our complaints and client services team.

30. Amendment.

30.1. We may from time to time change the terms of this Agreement for the following reasons:

- a. to make them more favourable to you or to correct mistakes or oversights; or
- b. to cover the improvement of the services, the introduction of a new service or the replacement of a service with a new one; or
- c. to provide for the introduction of new financial systems, change in technology and products; or
- d. to comply with the requirements under the Applicable Law and regulation.

30.2. If we make a change in accordance with the above clause, we shall always give you at least thirty (30) days' written notice before we make the change, except as required by the Applicable Law.

31. Termination.

31.1. We may terminate this Agreement if you fail to observe or perform any provision of this Agreement in the event of an Event of Default. Where we serve notice to terminate this Agreement, we will provide you with at least thirty (30) days' notice. We are not obliged to provide any grounds for such termination.

31.2. Unless otherwise required by Applicable Law, either party may terminate this Agreement by giving written notice of termination to the other. Termination will be effective as of the date set out in that notice.

31.3. Upon termination of this Agreement, all amounts payable by you to us will become immediately due and payable. Termination will not affect any outstanding Transaction or any legal rights or obligations which may already have arisen.

31.4. Termination will be without prejudice to the completion of transactions already initiated, which will be settled in the normal way notwithstanding the termination.

31.5. Where you opt to terminate this Agreement, no penalty will be imposed, and no charge will be made for associated costs.

31.6. We may terminate all or any part of this Agreement immediately on written notice if:

- a. you commit a breach of any of your obligations under this Agreement;
- b. there are events as described in Clause 28, "Force Majeure";
- c. we suspect that you may be engaged in credit card fraud, money laundering, funding terrorism and/or any relevant criminal conduct.

31.7. We reserve the right to unilaterally terminate the Agreement at our sole discretion and without prior notice in the event that your Account balance is 0 (zero) and that your account has been inactive (no Transactions were made) for a period of six (6)

consecutive months (180 days). This does not prohibit you from creating a new Account in the future.

- 31.8. As a client of Trading 212 AU, you agree that you will not behave in an inappropriate manner towards Trading 212 AU or any of its employees. Inappropriate behaviour can include but is not limited to – swearing, abusive language, racism, discrimination, harassment, defamation, abuse of Trading 212 AU Chat/email system, misuse of social media channels and spam. Trading 212 AU reserves the right to terminate your Agreement in these circumstances.
- 31.9. Immediately in the event of us receiving official proof of the death of the Client, we may close any open Positions of the Client irrespective of their current result and hold any Client's assets in custody until we are presented with official evidence of the legal successors of the deceased Client and concrete instructions by an authorised person on how to proceed thereafter.
- 31.10. We may terminate the Agreement with immediate effect by mutual consent.
- 31.11. In the event that any proceeds of any sorts are booked to the Account after its termination, we will exercise our best efforts to return those to you via the methods used for deposits prior to termination. In the event that none of the methods is active, we will exercise our best efforts to notify you and obtain information on an alternative method to return the relevant proceeds.

32. General Provisions.

- 32.1. By signing this Agreement, you shall be obliged to notify us promptly of any changes to the information you have provided to us.
- 32.2. This Agreement shall supersede all prior written agreements entered into by you and us in relation to the provision of the Share Dealing Services. This shall not affect any rights or obligations that you or we may have under any previous terms relating to these services.
- 32.3. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part of the

provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

32.4. Neither of us shall assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of our rights or obligations under this Agreement. You acknowledge that we may from time to time outsource and/or partially outsource certain services offered through this Agreement, to the extent as permissible by law, to any Trading 212 Group company. To this end, we shall make sure that those Group companies are sufficiently equipped and competent in carrying out and assuming responsibility for the outsourced services.

32.5. In no event shall any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

32.6. Nothing in this Agreement shall be deemed to create a partnership between you and us.

32.7. A person who is not a party to this Agreement shall not have any rights under or in connection with it.

32.8. Trading 212 AU has elected not to offer accounts to US persons as defined by the Foreign Account Tax Compliance Act (FATCA). You confirm that by creating this account, you are not a US Person. In doing so, you agree that if Trading 212 AU subsequently becomes aware you meet the definition of a US person, we may require you to close your account immediately, and Trading 212 AU will not be liable for any losses that you may incur as a result.

32.9. Our Website can be accessed worldwide. However, the information on it is not directed at residents of the United States and Canada and is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. When visiting our Website, it is your responsibility

to ascertain the terms of and comply with any applicable local law or regulation to which you are subject.

32.10. You agree that your use of data made available to you in relation to your use of the Share Dealing Services, in real-time or delayed, through the Trading Platform, which may include market prices, volumes and any other data related to Investments and transactions executed on the Trading Platform (collectively "Market Data"), is subject to confidentiality. You will only use the Market Data for your own personal use and benefit and not for the management of assets of a third party in any capacity. You will not use the Market Data for any unauthorised or illegal purpose, or in a professional capacity, meaning that you shall not use the Market Data in the capacity of a:

- a. member of any exchange;
- b. registered or qualified professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any financial regulatory authority; and
- c. employee of an organisation for the performance of professional investment activities.

32.11. You receive the Market Data on "as is" and "as available" basis. We do not in any way guarantee the correctness, accuracy, completeness or timeliness thereof. At all times when Market Data seems incorrect or implausible, you shall not act upon such information. We do not assume any liability nor may be held liable to you for any damages arising in connection with the receipt or use of Market Data that is provided to you.

33. Governing Law.

This Agreement may be entered into electronically, and any electronic signature or acceptance shall be valid and binding under the *Electronic Transactions Act 1999* (Cth) and the *Electronic Transactions Act 2000* (NSW). This Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia and shall be subject to the exclusive jurisdiction of the courts of New South Wales.

34. Definitions and Interpretation.

The following words and phrases shall have the following meanings:

Account means your personal account held within the Share Dealing Services;

ADI means an authorised deposit-taking institution within the meaning of the Banking Act 1959 (Cth);

After Hours Trading means the trading session after market close on the relevant trading venue, typically between 16:00 and 20:00 US Eastern Time;

Agreement has the meaning set out in Clause 2;

Algorithmic Trading means any kind of trading in Instruments where a computer algorithm automatically determines individual parameters of Orders, such as whether to initiate the Order, the timing of execution, price or quantity of the Order, or how to manage the Order after its submission, with limited to no human intervention;

Applicable Law means the laws and regulatory requirements applicable to Trading 212 AU in Australia, including the Corporations Act 2001 (Cth), the Corporations Regulations 2001 (Cth), the applicable legislative instruments and regulatory requirements of the Australian Securities and Investments Commission (ASIC), and the conditions of Trading 212 AU's Australian Financial Services Licence (AFSL No. 541122);

ASIC Rules means the Legislative Instruments, Regulatory Guides and Market Integrity Rules issued or maintained by ASIC from time to time, as applicable to us;

Available Cash means any cash on your Account not invested in Investments or blocked for Pending Orders and which is not due to Trading 212 AU or any third party for fees or otherwise for the provision of services under this Agreement;

Business day means any day other than a Saturday, Sunday and a public holiday in New South Wales, Australia;

Client means any Prospect Client who has been accepted by us after successfully passing the KYC Process, and we have provided him/her full access to the Trading Platform and our Share Dealing Services;

Confirmation means a written record, giving the details of a deal, including all charges applicable to that deal and the total amount payable by or to you in settlement of that deal;

Conflicts of Interest means an actual, apparent or potential situation where Trading 212 AU has competing interests with clients.

Corporate Action is a decision or event initiated by a publicly traded company that affects the securities (such as stocks or bonds) issued by the company. Corporate actions can include events such as stock splits, dividends, mergers and acquisitions, and bankruptcies;

Deal means the purchase of, sale of, or subscription for specified investments by you;

Extended Hours Trading means the service provided by Trading 212 AU, which enables Clients to buy and sell Investments on a compatible trading venue in a Pre-Market Trading and/or After Hours Trading session;

Financial Instrument means a financial product offered by us on the Trading Platform, such as a Contract for Difference on a Currency Pair, Stock, Index, Futures contract, Commodity, or any other financial product within the meaning of section 763A of the Corporations Act 2001 (Cth) that we offer from time to time;

Financial Services Guide means the financial services guide notice provided by us to you in compliance with ASIC Rules;

Group companies mean any company under common control as Trading 212 AU;

Instruction to Deal means an instruction by you for us to Buy or Sell any investment on your behalf including, for the avoidance of doubt, an Order;

Investment means any share, investment trust, unit trust or other security or investment in respect of which we offer to deal in Transactions;

KYC Process means know your customer due diligence process as defined under Clause 4.1. of this Agreement;

Manifest Error means a typing, calculation, data or similar error in the quoted price of a Financial Instrument which is obvious or palpable, having regard to the prevailing market price at the time, and which has arisen as a result of a system or technical fault, a misquote by a third-party data provider, or a similar cause beyond the normal course of trading;

Market Hours means the time span of trading on the financial markets as indicated on our Website. During those market hours, the Client shall have the right to place orders for execution for those Financial Instruments whose exchanges are open for trading;

Multi-Currency Account means the functionality allowing you to hold cash balances in multiple currencies, as described in Clause 5.6;

Nominee company means a non-trading nominee company controlled by us or any other nominee (including third parties appointed by us) from time to time;

Non-Primary Currency means any currency other than the Primary Currency;

Order Execution Policy means our Order Execution Policy, available on our Website, which stipulates the means by which we will meet our best execution obligations when executing Orders for our clients;

Order means any order supported by us or the relevant stock exchange that we make available to you;

Overnight Trading means the trading session outside of Regular Trading Hours and Extended Hours Trading, typically starting from 20:00 US Eastern Time and ending at 04:00 US Eastern Time;

Payment Instruction means any instruction on Your Account for a deposit and/or withdrawal;

Pending Order as defined in our Order Execution Policy, is an Order to be executed at a later time and at the price that the Client specifies;

Pre-Market Trading means the trading session before market open on the relevant trading venue, typically between 04:00 and 09:30 US Eastern Time;

Primary Currency means the default currency that you have selected during the account opening process or at a later stage. It is used as the currency for calculating and displaying your Account's balance, positions, periodic reports and Statements;

Position means the number of shares of an Investment that a Client holds;

Prospect Client means anyone who has agreed to the terms and conditions of this Agreement and for evaluation purposes has been granted access to certain parts of the Trading Platform. A Prospect Client is not yet accepted by us and he/she does not have access to our Share Dealing Services;

Regular Bank Deposit means any interest-bearing deposit with a regulated financial institution, excluding term deposits;

Regular Trading Hours means the trading session on the relevant trading venue;

Retail Client means any client that is not a Wholesale Client and is not otherwise categorised as another type of client.

Scalping means a speculative type of trading where the opening and closing of a position is executed within a very short timeframe (e.g. five minutes or less);

Sell-only Limitation (close-only limitation) is a limitation, where Your ability to open new positions or place new buy Orders is restricted or disabled;

Share Dealing Services means execution-only share and fractional share dealing services, as outlined in Clause 5 of this Agreement;

Statement means a written confirmation of any Transaction, any Orders that you set and/or edit, and any Commission and other applicable Charges and Taxes that we apply;

Sub-custodian means a Group company or a bank or financial institution providing custody services in respect of a particular market or jurisdiction, on behalf of Trading 212 AU or its related entities;

Terms and fees means the table entitled "Terms and fees" available at our Website;

Trading Platform means the electronic trading platform on our Website;

Transaction means the partial or full fill of your Instruction to Deal;

Uninvested Money means any cash on your Account not invested in Investments;

Website means our website at www.trading212.com and/or any mobile applications provided by Trading 212 AU;

Wholesale Client is a client that is required to be treated as a wholesale client under the Corporations Act 2001;

24/5 Trading is a feature that allows Clients to trade outside Regular Trading Hours, combining the Extended Hours Trading and Overnight Trading sessions.

These Invest Terms will be effective from 10 August 2026. A copy of the most up-to-date version of these Terms is available on our Website.