

## Amendments to the Share Dealing Terms of Business

### New sections

13.3 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 7. This may be required by applicable laws 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 will be liable to You for all and any such Investments.

20.7. 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.

Free Funds means any cash on your Account not invested in Investments or blocked for Pending Orders and which is not due to Trading 212 UK Ltd. or any third party for fees or otherwise for the provision of services under this Agreement.

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

### Amended sections

#### Old wording

5.14. We reserve the right to place a Sell-only Limitation in the following cases, but not limited to:

1. Where We have a suspicion of unlawful activity;
2. Where We have suspicions of restricted or abusive trading activity;
3. When we have issued you with a notice informing you of our intention to end our business relationship with you / close your account;
4. Where We have reasonable grounds to believe that allowing You to continue trading will be detrimental to You as a client; or
5. 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

#### New wording

5.14. We reserve the right to immediately place a Sell-only Limitation in the following cases:

- a. Where We have a suspicion of unlawful activity;
- b. Where We have suspicions of restricted or abusive trading activity;
- c. In the event We exercise our rights under Clause 28.7;
- d. To comply with any regulatory obligations, including where you have not provided legally required information; or
- e. 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.

5.15 We reserve the right to place a Sell-only Limitation with 14 calendar days prior notice in the following cases but not limited to:

express consent in order to introduce new features on the Trading Platform.

a. When we have issued you with a notice informing you of our intention to end our business relationship with you / 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.

## **8. Withdrawal of funds.**

8.1. You cannot 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).

8.2. Notwithstanding, Clause 8.1 above, we may at our absolute discretion in limited circumstances, after receipt of a request from you, allow withdrawal of little amounts.

8.3. Proceed of sale of shares held in your account can be used before settlement date for the purposes of buying more shares.

## **8. Deposits and Withdrawals**

8.1 You have the right to deposit and withdraw money to your Account via the methods specified on our Website. We have 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.

8.2 Bank deposits from third parties to your Account shall not be accepted at any point in time. You should transfer money to Your Account only after signing an agreement with Us and receiving a username and password to access the Trading Platform.

8.3. Submitting a withdrawal request can be done by logging in to your account on the Website. Please note, it may take up to 3 (three) business days to process your request. You shall have the right to withdraw money from your Account up to the amount of the Free Funds. No payments to third parties from your Account shall be allowed.

8.4 You acknowledge that by default, the withdrawal of any portion of the Free Funds will be executed via the same method 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

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.

8.5. 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, we may, at our absolute discretion in limited circumstances, after receipt of a request from you, allow withdrawal of little amounts. Proceed of sale of shares held in your Account can be used before settlement date for the purposes of buying more shares.

8.6. You consent that whenever you confirm a withdrawal, Trading 212 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, which means that the withdrawal amount will no longer be considered Client Money.

8.7. 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:

- the authenticity of the instruction provided;
- the suspected unauthorised or fraudulent use of your Account;
- the validity of the nominated bank account supplied; or
- legal or regulatory requirements.

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

8.8. 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 which has been blocked, deactivated or otherwise suspended without Your prior notification thereof.

10.8. Once accepted by us, your Order cannot be amended or cancelled by you, unless, before the execution of a particular Order, we have confirmed to you that we have had to make an amendment or cancel your Order due to market circumstances.

13.7. Whenever your Investments are registered in the name of a Nominee company nominated by us, that Nominee will hold them on 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.

13.9. You authorise us and any custodian or 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) in the name of Trading 212 UK Limited or a third-party nominee.

13.10. You agree that because of the nature of applicable laws or market practices in certain overseas jurisdictions, we may decide that it is in your best interest for your Investments held with us to be registered or recorded in our name or in the name of the person who is a custodian for the purposes of the FCA Rules, and if it is not feasible for us to do this, then:

- a. your Investments may be registered or recorded in the name of the firm or custodian as the case may be;
- b. your Investments may not be segregated and separately identifiable from the Investments of the firm or custodian in whose name your investments are registered; and
- c. as a consequence, in the event of a failure, your Investments may not be as well protected from claims made on behalf of our general creditors. You should note that when we arrange for a third-party to hold your Investments

10.8. Once accepted by us, an Order or a Pending Order cannot be amended. If you would like to amend an Order or a Pending Order that you have already placed, you have to cancel it (before it has been executed) and make a new one. We reserve the right to amend or cancel your Order or Pending Order due to market circumstances.

13.7. 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.

13.9. You authorise us and any custodian or 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 13.9 below and the applicable FCA CASS Rules.

13.10. You agree to the following: because of the nature of applicable laws 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 custodian insofar as permitted per the applicable FCA Rules. In these circumstances:

- a. your Investments may not be segregated and separately identifiable from the Investments of the firm or custodian in whose name your investments are registered; and
- b. as a consequence, in the event of a failure, your Investments may not be as well protected from claims made on behalf of our general creditors. You should note that when we arrange for a third-party to hold your Investments overseas there may

overseas there may be different settlement, legal and regulatory requirements than those applied in the UK.

be different settlement, legal and regulatory requirements than those applied in the UK.

22.3 When You lend your shares to Trading 212, We shall at all times act as Your counterparty and is obligated to redeliver shares to you. You will not receive fees or payment for lending your shares to Us.

22.3 When You lend your shares to Trading 212, We shall at all times act as Your counterparty and are obligated to redeliver shares to you. You will not receive fees or payment for lending your shares to Us.

22.5 To mitigate the risk of the Borrower being unable to redeliver the shares lent to us, and us redelivering the shares to you, We require the Borrower to provide Us with collateral, and we will provide you with the same collateral, (in the form of US Treasury Bonds) to the amount of at least 102% of the value of the shares lent. The collateral will be held with a reputable third party. We require the Borrower to monitor all collateral which it provides to us, and similarly We will monitor all collateral which we provide to You, on a daily basis, to ensure that the collateral's value is equal to or more than 102% value of the shares lent. This is to help ensure that Trading 212 meet its obligations to You at all times.

22.5 To mitigate the risk of the Borrower being unable to redeliver the shares lent to us and us redelivering the shares to you, We require the Borrower to provide Us with collateral, and the same collateral will be held in a segregated account for You together with the collateral for other clients of Us, (in the form of US Treasury Bonds) to the amount of at least 102% of the value of the shares lent. The collateral will be held with a reputable third party. We require the Borrower to monitor all collateral which it provides to us, and similarly We will monitor all collateral which is held for You, on a daily basis, to ensure that the collateral's value is equal to or more than 102% value of the shares lent. This is to help ensure that Trading 212 meets its obligations to You at all times.

Clauses 13.3-13.13 are renumbered on a Clause+1 basis.

### Removed sections

5.17. You shall have the right to withdraw money from your Account up to the amount of the free money in your Account. No payments to third parties from your Account shall be allowed. Bank deposits from third parties to your Account shall not be accepted either. You shall have the right to transfer money to our bank accounts only after signing an agreement with us and receiving a username and password to access the Trading Platform.

For clients registered before 23:59 GMT 08.06.2020 you can find the relevant Share Dealing Terms of Business [here](#).