Trading 212 Markets Ltd.

1 Agias Fylaxeos, 3025, Limassol, Cyprus

CFD Terms

Please note that definitions and interpretations are listed in Clause 34 at the end of this document.

Preamble.

For your own benefit and protection you should read this Agreement and all other documentation supplied to you carefully before creating an account with us. If you do not understand any point or are unsure as to the nature of the risks involved, please ask us for further information.

You acknowledge and confirm that by opening an account with us, you agree to be legally bound by the CFD Terms.

You can accept the CFD Terms on our Website by ticking the declaration that you have read, understood and agreed to the CFD Terms. Please understand that if you refuse to accept the CFD Terms, you will not be able to open an account with us.

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 CFD Terms (the '**Agreement**') to '**we**', '**us**', '**our**', '**ours**' and '**ourselves**' as appropriate shall mean Trading 212 Markets Ltd. ('**Trading 212**' or the '**Company**').

1.2. We are authorised and regulated by the Cyprus Securities and Exchange Commission ("**CySEC**") with licence number 398/21 and we are operating under the Investment Services and Activities and Regulated Markets Law 87(I)2017 which transposes the Directive 2014/65/EU on Markets in Financial Instruments ("**MiFID II**"). Information on the Company's licence can be found on CySEC's website at: https://www.cysec.gov.cy/en-GB/entities/investment-firms/cypriot/89835/. CySEC's registered address is 19 Diagorou Str., CY-1097, Nicosia. References to CySEC shall include any successor, governing or regulatory body that may replace, supersede or take over any of the functions of CySEC.

1.3. Our address is 1, Agias Fylaxeos str., 2nd floor, Office 1, 3025, Limassol, Cyprus and we are incorporated with the Cyprus Registrar of Companies and Official Receiver having a registration number HE 409763. We trade using the name "Trading 212" and our Website is www.trading212.com.

2. Scope of the Agreement.

2.1. The Agreement between you and us includes the CFD Terms, the Terms and Fees, Key Information Document ("**KID**"), Disclosure Notice, Order Execution Policy, Privacy

Policy, Cookies Policy, your Application Form and any additional terms and conditions issued by us (together referred to as the "**Agreement**"). Latest versions of such documents can be found here.

2.2. This Agreement shall apply solely to the Services and shall not apply to any other services we may supply to you.

2.3. This Agreement covers the entire scope of Services provided by us including, but not limited to, the access and use of our Online Trading Facility, data collection and storage practices, downloadable material from our Online Trading Facility, financial information published on our Online Trading Facility (either by us or by any affiliated party), electronic content, real-time information, inter alia, about the exchange rate of some currencies, tools for executing transactions in the foreign exchange market through the internet, by phone or fax and any other features, content or services that we may add in the future.

2.4. This Agreement covers any form of communication between us and you including Electronic Messaging, e-mail, telephone, chat, fax and more.

3. Client Acceptance and Categorisation.

3.1. We are required under Applicable Law to perform KYC Procedures in order to identify and verify our customers. 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. 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, you may not be able to open an Account with us or may have to close your existing Account.

3.2. 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.

3.3. We shall assess the appropriateness of CFD products trading for you by reference to your knowledge, experience and understanding of the risks involved.

3.4. We will not accept you as a Client and we shall not commence providing our Services to you until:

a. we have successfully completed the KYC Process;
b. we have established that you have passed the Appropriateness Test, where applicable; and
c. we have successfully completed the Target Market Assessment.

We will only be able to offer you our Services and consider you a customer after we have completed the client acceptance process above and you have received a confirmation from us. 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.

3.5. In compliance with law and regulation, we shall categorise our clients into three main categories: “eligible counterparties”, “professional clients” and “retail clients”. Eligible counterparties and professional clients are considered to be more experienced, knowledgeable, sophisticated and able to assess their own risk, and therefore are given a lower level of regulatory protection.

3.6. Unless expressly notified to the contrary in writing, we shall treat you as a Retail Client and you shall be afforded with the highest level of protection as required by the CySEC Rules. No explicit requests for professional re-classification shall be accepted.

Accordingly, as a Retail Client, you shall be entitled to the following non-exhaustive list of regulatory protection rights:

a. to receive information with respect to the provided CFD Trading Services;

b. to receive the best possible result on your Orders as stipulated in our Order Execution Policy;

c. to receive all the required regulatory information with regards to the execution of your Orders;

d. be warned promptly when we become aware of any material difficulties with regard to the proper execution of your Orders;

e. to receive protection against potential losses in regards to leverage limits, negative balance and margin-close out level, as stipulated in further detail in the Agreement; and

f. be entitled to compensation under the Investors Compensation Fund as stipulated in Clause 28.

3.7. The Services and products we offer will not be appropriate for everyone. We have therefore identified our target market, and we would normally expect our Services to be used by individuals to whom some or all of the following apply: individuals who have the ability to bear 100% loss of all funds invested; individuals who have an acceptable level of knowledge and/or experience to understand the characteristics of CFDs and risks associated with trading on margin; individuals who have a very high-risk tolerance and individuals who intend to use the trading instruments for short-term investment, speculative trading, portfolio diversification or similar.

3.8. You acknowledge that you are not allowed 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 Services for Algorithmic Trading purposes as well as for providing any commercial services, such as agent, brokerage and/or asset management services, regardless of the fact that such a service may be legally authorised. We shall have 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.

4. CFD Trading Services.

4.1. We shall provide our services as agreed in writing between us ("**Services**"), which may consist of receiving, transmitting and executing Orders for:

a. trading with CFDs on Currency Pairs;
b. trading with CFDs on Stocks and Indices;
c. trading with CFDs on Futures and Commodities;
d. trading with CFDs on Exchange-Traded Funds ("**ETFs**"); and
e. trading with CFDs on Cryptocurrencies.

4.2. Subject to the provisions of this Agreement, we hereby grant you a personal, revocable, non-exclusive, non-transferable and non-sub-licensable licence to access and use our Services (including the use of our Online Trading Facility and any associated downloadable Software), all as described in further detail hereinafter.

4.3. Under this Agreement, we may provide you, as our client, with any of the following investment and ancillary services (hereafter collectively referred to as the "**Services**"):

a. . Reception and transmission of orders in relation to one or more financial instruments;
b. Execution of orders on your behalf;
c. Safekeeping and administration of Financial Instruments for Your account, including custodianship and related services such as cash/collateral management; and
d. Foreign exchange services which are connected to the provision of investment services.

4.4. The Services shall be subject to any limits or restrictions which are contained in this Agreement and which are required by statute, regulation, law or financial market. CFD transactions shall not confer to you any right, voting right, title or interest in any underlying instrument or entitle and/or oblige you to acquire, receive, hold, vote, deliver, dispose of or participate directly in any corporate action of any underlying instrument.

4.5. We shall provide our Services on an execution-only basis, meaning all investment decisions are taken solely by you, you alone determine your investment strategy and choices, and you are responsible for all Orders. We shall NEVER advise you on your investments, on any transaction or your trading decisions. We shall NOT offer you any advice or recommendation regarding our Services and no information provided by us should be interpreted as such. You should obtain your own professional advice as to whether the intended investments are suitable for you. We may provide you with factual information in relation to our products, their potential risks, or about the financial markets in general; in doing so, we shall not have assessed your individual circumstances.

4.6. Trading with CFDs entails a high level of financial risk. You may lose all money in your Account (see the risk warnings in our Disclosure Notice, available on our Website). You warrant, represent and undertake (promise) that you shall place all Orders for transactions in your own name and at your own risk and expense. You acknowledge that as an execution-only client to whom we give no advice, the onus is always on you to establish whether a transaction is suitable for you and you rely solely on your own judgement in deciding whether to enter or refrain from entering a transaction or in deciding how to avoid a loss or secure a profit.

4.7. We shall not be responsible for the provision of any tax or legal advice in relation to the 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 Services. This is without prejudice to the best-effort obligations of Trading 212 under Clause 14.3.

4.8. 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 deposit into your Account at least the amount specified in the Terms and Fees and the account has been confirmed as verified.

4.9. By using the 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 Services without our prior written permission;
b. You shall not use the Services for any unlawful or unauthorized purpose;
c. 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 other applicable law.

4.10. You may make a profit or incur a loss as a result of the Orders executed. All profits and losses shall be re-calculated immediately into the currency in which the Account is opened, pursuant to Clause 4.8.

4.11. The Order shall only be deemed to be placed by you upon our confirmation of its receipt via the Trading Platform.

4.12. All transactions under this Agreement shall be concluded via your Account. Under this Agreement, we shall guarantee that your assets shall be identified and stored with us separately from our own assets, including via your Account.

4.13. Joint accounts are not allowed and you acknowledge that you are not allowed to have more than one CFD account. If you are not complying with this rule, we may terminate all of your agreements with us. In case you have multiple accounts with us, open in different currencies (e.g. Invest account in HUF and CFD account in EUR), we reserve the right to impose a currency conversion charge for every inter-account currency conversion, in accordance with our Terms and Fees.

4.14. You acknowledge that we may from time to time outsource and/or partially outsource certain of the Services offered through this Agreement, to the extent as permissible by Applicable Law, to any of our Trading 212's Group companies or third parties.

5. Your Rights and Obligations.

5.1. During Market Hours, you shall have the right to receive quotes, place Orders, receive confirmations for the executed transactions and see statements of your Account.

5.2. You shall monitor your open positions and shall bear the risk of suffering losses from your trading activity. We provide retail CFD clients with negative balance protection on their accounts.

5.3. In line with article 11(a) of the Law on Distance Marketing of Financial Services to Consumers of 2004 (242(I)/2004), due to the nature of the investment services that are provided by the Company under this Agreement which depend on fluctuations in the financial market outside the Company's control, you do not have the right of withdrawal from the Agreement without incurring all applicable costs, charges and deductions based on the results of your transactions.

5.4. 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, password, account number, or trusted device;

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.

5.5. 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. Our Rights and Obligations.

6.1. We shall provide a 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. You shall check the electronic statements received from us and notify us in case of any discrepancy.

6.2. We shall not accept Orders for transactions when:

a. the relevant market is closed for trading;
b. you do not have enough money in your Account to execute the transaction;
c. there are events as described in Clause 33 “Force Majeure”;
d. we suspect that You have a malicious attitude towards us or there is evidence of such attitude;
e. we suspect that You are using/have previously used front running practices and/ or have acquired and misused inside information and/ or any other information protected by law or the relevant market practices. In such cases, We shall have the right to refuse to execute your Orders or instructions and to void all of Your trading transactions, even if they have already been confirmed by us, without stating any reasons for such a decision. In this case, We shall have the right to not pay the

amounts received in your Account as a result of such transactions; and

f. we detect serious technical problems which impede the normal functioning of the Trading Platform and/or a Manifest Error has occurred.

In the above cases, We shall not be held liable for any damages incurred by You.

6.3. We shall have the right, at our sole reasonable discretion, to modify, restrict or limit the Margin requirements, Interest Rate Swaps, commissions, minimum and maximum trading amounts, minimum and maximum number of units of each Financial Instrument and alike. Such limits will be imposed as a result of considerations including but not limited to market conditions and/or an assessment of Trading 212's risk and/or compliance departments. 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 current limitations.

6.4. We shall have the right to introduce new Financial Instruments and Market Hours for trading at the Trading Platform and to suspend and/or remove from the Trading Platform any Financial Instruments and Market Hours at our sole discretion.

6.5. We reserve the right, at our sole discretion, to immediately place a Close-only Limitation and/or other limitations 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 20.3.;

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.

6.6. We reserve the right to place a Close-only Limitation and/or other limitations with fourteen (14) calendar days prior notice in the following cases but not limited to:

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 to introduce new features or services on the Trading Platform or amend existing ones.

6.7. Where we believe that latency in the Trading Platform is unfairly exploited by you, we may, at our absolute discretion, void all Orders and return to you only the funds deposited net of any earlier withdrawals, and then close your Account.

6.8. Such trading is recognised by a high volume of transactions that are opened and closed within an unusually short period of time as compared to the ‘average’ client, with a disproportionate number placed advantageously between the price of trade and the price of the underlying market instead of the 'random distribution' that would be expected when the Trading Platform is used 'fairly'.

7. Exclusion of Liability.

7.1. We shall provide the Services to you with due care and skill but we shall not guarantee the performance or profitability of your investments. We shall not be liable for any losses of income, revenue or profit that result from Your trading activity on the Trading Platform.

7.2. Save as set out in Clauses 7.3. and 7.4., we accept liability to you where you have suffered loss as a direct result of our breach of this Agreement which is attributed to our gross negligence, fraud or wilful default.

7.3. Subject to Clause 7.5., we shall not be liable for losses that result from our failure to comply with this Agreement that fall into the following categories:

a. loss of income or revenue;

b. loss of business;

c. loss of profits;

d. loss of anticipated savings;

e. loss of data; or

f. waste of management or office time.

7.4. Subject to Clause 7.5., we shall not be liable for:

a. an event as set out in Clause 33 “Force majeure”;

b. any failure by any counterparty, intermediate broker, bank, custodian, market or market operator, exchange, clearing house, depositary or another third party with whom you do business;

c. changes to the trading terms of the relevant stock exchange or currency market; d. the failure of any third party trading systems, software or services not provided by us; e. any Manifest error in a specific quote to the extent that the error could not have been prevented as a result of our due care and skill;

f. an inaccurately placed Order by you, interruption of the connection or failure of the means of communication; and

g. temporary technical difficulties or circumstances that make it impossible to carry out transactions on a given market and produce quotes, unless caused by our breach of this Agreement, negligence or wilful default.

7.5. Nothing in this Agreement shall exclude or limit any duty or liability either Party may have to the other for:

a. death or personal injury caused by our negligence;

b. fraud or fraudulent misrepresentation; or

c. liability that cannot be excluded under any applicable laws or the CySEC Rules.

7.6. You shall reimburse us for any loss which we may suffer as a result of you breaching this Agreement. However, you shall not be liable to reimburse us if we, or a third party, are to blame for our loss. We shall take reasonable steps to minimise our losses in any situation where you are required to reimburse us.

7.7. 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 the Account or take any other action as provided in this Agreement.

7.8. You hereby agree and acknowledge that sometimes there may be technical issues or faults with the Trading Platform. In the event of downtime of the Trading Platform, You shall waive any claims against Trading 212 of missed profits and/or claims that you would have executed an order on a specific price during the downtime.

7.9. You agree that all pending Orders (“**Stop' Orders**”) placed by you may be executed at a price different from the specified one in the case of sharp fluctuations in the price of the instrument.

7.10. By signing the Agreement, You are informed that a Manifest Error may occur in the prices of certain Financial instruments to which You have access via the Trading Platform. Such Manifest Error may result in technical errors or delays in obtaining the necessary information, which could make the quote incorrect. Any declaration by us of Manifest Error will be made in good faith and based on a reasonable assessment of all relevant information.

7.11. If a Manifest Error in a specific quote is found, We shall be entitled at our discretion to cancel the Order and the relevant consequences – in terms of either a profit or a loss for You – immediately upon detection of such Manifest Error. We shall not be liable for any damages or consequential loss incurred by You as a result of such cancellation, except for damages resulting directly from our gross negligence or willful misconduct.

7.12. You acknowledge that we are entitled in our sole discretion to 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 have resulted in direct or indirect malfunction, error or mistake.

8. Margin and Settlement.

8.1. For each open position, we shall ring-fence a part of the funds you deposit as collateral. These funds are known as “margin” and you cannot withdraw them. Information on the current margin rates is available on our Website, as well as in the Terms and Fees .

8.2. You shall at all times maintain an appropriate margin level as per Clause 8.1 and you shall independently monitor the compliance of the margin and recover it instantly when it drops below the required minimum. When you place an Order, we shall exercise our best efforts to calculate the maximum amount of Free Funds 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 Free Funds. Upon execution of the relevant Order any residual funds of the Total Order Blocked Funds will be returned to the Free Funds. However, we may accept the Order even if there are not sufficient funds at the point of placing and it is your sole responsibility to make sure that you have sufficient Free Funds in your Account to cover the Total Order Blocked Funds.

8.3. If you fail to provide the required margin under Clause 8.1. (if the total of your Account balance falls below the minimum margin required), we shall inform you instantly via the Trading Platform which provides access to your Account status.

8.4. You acknowledge and agree that upon our communication of the information under Clause 8.3., we shall close the open positions at current market prices without informing you in advance, in order to prevent you from sustaining losses exceeding the funds deposited in your Account. Under this Agreement, you agree to the price levels of the transactions upon closing the positions. You shall be informed about your closed positions by means of an instant notification via the Trading Platform that gives you access to your Account balance, or by an automatically generated email.

8.5. The provisions under Clause 8.4. shall apply when the shortage of funds exceeds 50% of the margin required, and all of your open positions shall be closed one by one or simultaneously.

8.6. The procedure and actions under Clauses 8.4. and 8.5. in case of margin shortage are automatically set in the Trading Platform and are activated with no human intervention.

8.7. The procedure and actions under Clauses 8.4. and 8.5. shall be performed to protect you from the accumulation of large losses that would be expressed in a negative account balance. Thus, you shall avoid the assumption of additional liabilities exceeding the funds in your Account.

8.8. If any Event of Default occurs, we may, where and to the extent permitted under applicable laws and regulations, take all or any of the following actions:

a. immediately require payment of any amounts you owe us, including in respect of any margin requirement;
b. unless already closed or terminated pursuant to these CFD Terms, close all or any of your open positions;
c. convert any balance to another currency in accordance with Clause 8.10.; d. cancel any of your Orders;
e. exercise our rights of set-off and combination;
f. suspend your Account and refuse to execute any transactions or Orders;
g. terminate these CFD Terms, with immediate effect; and/or
h. take or omit to take all such other actions as we consider to be reasonable in the circumstances to protect ourselves and our clients as a whole.

8.9. These CFD Terms and all transactions under it shall form part of a single agreement between us and you. You and we both acknowledge that we enter into the Agreement and any transactions under it in reliance upon the fact that these are part of a single agreement between us.

8.10. Without prejudice to our right to require immediate payment from you under the terms of this Agreement, but subject to the application of applicable laws and regulations, we will, at any time after the occurrence of an Event of Default, have the right to:

a. combine and consolidate your cash and any money we hold for you in any or all of the accounts you may have with us; and
b. set off against each other the amounts referred to in (i) and (ii) below:
    i. any amounts that are payable by us to you (regardless of how and when payable), including your cash (if a credit balance), unrealised profits and any credit balance held on any account you have with us, even if any of those accounts have been closed;
    ii. any amounts that are payable by you to us (regardless of how and when payable) including, but not limited to, unrealised losses, interest, costs, expenses, and/or charges incurred in respect of, or any debit balances in, any account you have with us, even if those accounts have been closed,

and for this purpose, we may convert sums denominated in one currency to another currency. We may also perform a notional currency conversion where this is required for valuation purposes.

8.11. If any amount in Clause 8.10.(b)(ii) exceeds any amount in Clause 8.10.(b)(i) above, you must forthwith pay such excess to us whether demanded or not.

8.12. If the rights under Clauses 8.8. to 8.11. (inclusive) are exercised, all the payment obligations will be consolidated into an obligation for you to pay a net sum to us or for us to pay a net sum to you.

8.13. To the extent permitted under applicable law, we shall have a general lien and equitable charge on the products that we hold for you and the money in your Account until any money, fees, charges and liabilities that you owe to us is paid. Your money will continue to be treated as client money, and your assets will continue to be treated as client assets, in accordance with this Agreement and the CySEC Rules, until the point in time where there is an Event of Default, and where we subsequently decide to exercise our rights under the general lien and/or equitable charge.

9. Instructions.

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

9.2. 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, we will provide a copy of such records to you within a reasonable period.

9.3. All notices/information provided by the Company or received from the Clients should be in English. Translation or information provided in languages other than English on our Website is for informational purposes only and does not bind us or have any legal effect whatsoever; we have no responsibility or liability regarding the correctness of the information therein.

9.4. Such notices/communications shall be deemed to have been received by the Client and transmitted in the proper manner once the Company has placed them on the Platform or sent them by e-mail. The Company shall not be liable for any delay, modification, re-routing or any other modification that the message might undergo after being sent by the Company.

9.5. The Client confirms that he is aware of the risks associated with using these communication methods, in particular the risks that could result from a fault or a misunderstanding at the time instructions are transmitted. The Client declares that he assumes responsibility for all consequences that could result therefrom.

9.6. The Company shall not incur any liability by refusing to carry out orders given by a person whose identity has not in its opinion been sufficiently verified.

9.7. The Client shall be responsible for all orders and for the accuracy of all information sent via the Internet following the use of the Client's name, his password or any other personal identification method set up to identify the Client, regardless of who the actual user is. Any person who identifies himself in accordance with the Client's identification methods shall be considered as being authorised to use the Company's services. The Company shall consider such orders or communications as having been authorised and issued by the Client. It is the Client's responsibility to keep passwords confidential and to prevent unauthorised use of his passwords and his Trading Terminals.

9.8. Prior to any transfer order, the Company may request an original written confirmation duly signed by the Client.

9.9. Any order sent by the Client via the Trading Platform shall only be considered as having been received, and shall not constitute a valid instruction and/or a Contract between the Company and the Client until the instruction has been registered as executed by the Company and confirmed to the Client by means of a Transaction confirmation.

9.10. The Company bears no responsibility for delays or errors occurring during the transmission of orders or other communication messages via computer, for the accuracy of information received via computer or for any loss that may be incurred by the Client as a result of the inaccuracy of this information.

9.11. The Client has the right to use a Power of Attorney to authorise a third person (representative) to act on behalf of the Client in all business relationships with the Company as defined in this Agreement. The Power of Attorney should be provided to the Company, accompanied by all the requested identification documents of the representative. If there is no expiry date, the Power of Attorney will be considered valid until revoked by a written termination by the Client.

9.12. The Company has the right to refuse to transmit a Client's order for execution without giving any notice and/or explanation to the Client. Among, but not limited to, the cases that the Company is entitled to do so are the following:

a. If the Client does not have the required funds deposited in the Company's Client Account;

b. If the order violates the smooth operation of the Trading Platform;

c. If the order aims at manipulating the market of the specific Financial Instrument;

d. If the order is a result of the use of inside confidential information (insider trading); and

e. If the order aims to legalise the proceeds from illegal acts or activities (i.e. money laundering).

9.13. The Client needs to be aware that the Company will refuse to accept or it may cancel any orders placed and/or executed via the Trading Platform without any notice if it comes to its attention that the logic behind those orders is to abuse the whole system (i.e. use of specific expert advisors to generate volume by opening and closing positions at the same price) in order this way to unfairly gain benefits for the Client and which is beyond the traditional scope of fair trading.

9.14. The Company, at its own discretion and without notice, might impose on an account or instrument basis a limit on the Net Open Position. The Company has the right to reject opening any new positions if the result after opening the positions would increase the Net Open Position of a certain instrument above the limit set.

9.15. Please note that it is within the rights of the Company and without any prior notice to the client to set an instrument in a close-only mode. Therefore the client consents and acknowledges that he/she will not be able to open new positions on a certain instrument but only to close the existing ones.

9.16. The Client understands that reports and confirmations of order executions, cancellations or modifications may be erroneous for various reasons. Such confirmations are also subject to change at the Company's discretion, in which case the Client shall be bound by the actual order execution, so long as it is consistent with the Client's order. In the event that the Company confirms an execution or cancellation in error and the Client unreasonably delays in reporting such an error more than 24 hours, the Company reserves the right to require from the Client to accept the trade, or remove the trade from the Client's Account, in the Company's sole discretion.

10. Deposits and Withdrawals.

10.1. 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. By agreeing to make a deposit, You confirm you are depositing your own funds for your own trading with Trading 212.

10.2. 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.

10.3. Submitting a withdrawal request can be done by logging in to your account on the Website. Please note, that subject to the conditions of this clause and the CySEC requirements, your withdrawal request shall be processed on the same day it has been received, unless the withdrawal request is received outside working hours, then it will be processed on the following working day. 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.

10.4. 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.

10.5. 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.

10.6. 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.

10.7. 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.

10.8. 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 Free Funds in relation to any funds that are successfully reversed during the chargeback process.

10.9. In the event that there are client money that cannot be allocated to you in whole pennies or cents, meaning there is a residual amount of less than 1 cent (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.

11. Making Deals.

11.1. The transactions between us shall be concluded by using the means of communication specified in Clause 9.

11.2. 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.

11.3. Neither of us can cancel the execution of an Order if the Order is executed at a valid quote price and you have confirmed that you want to "buy" or "sell" the desired quantity of the relevant instrument. In some situations, we may provide a partial execution 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 Order.

11.4. We shall quote two prices for each instrument via the Trading Platform: the "BUY" price and the "SELL" price. You shall buy at the "BUY" price and shall sell at the "SELL" price.

12. Client Money.

12.1. Any money which we hold for you shall be held as client money in accordance with the CySEC Rules on client money. Any client money will be held in a segregated bank account, Term Deposit or held with a Qualifying Money Market Fund ("**QMMF**") alongside the money of our other clients. If your money is held in a QMMF, the CySEC Rules on client assets safekeeping will apply.

12.2. When you hold Free funds in your Account with us, we may hold your money in one or more of the following:

a. Interest-bearing Regular Bank Deposits with EU/UK-regulated financial institutions;
b. Interest-bearing Term Deposits with a withdrawal period of up to 95 days with EU/UK-regulated financial institutions; and/or
c. QMMFs (only if you provide express consent as per Clause 13 below).

12.3 When we hold money in Term Deposits, subject to the Applicable Law, those Term Deposits may only permit a withdrawal on the provision of notice or at the end of the term, which may be up to 95 days. This will not affect your ability to withdraw your money or otherwise use it for making Investments. However, if Trading 212 or the EU/UK-regulated financial institution fails, there might be a delay in accessing your money for withdrawal. For a more detailed overview of the applicable risks, please refer to our Disclosure Notice available on our Website.

12.4. All due skill, care and diligence will be exercised in the selection, appointment and periodic review of any third-party financial institution or QMMF with whom your money is placed. We will not be responsible for any acts, omissions or defaults of the third-party bank or QMMF.

12.5. 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. If the funds remaining in your account are less than EUR 25, they will be paid away to a registered charity.

12.6. Unless otherwise agreed with you in writing, the Company will deal with any funds that we hold on your Account in accordance with the relevant provisions of “Safeguarding the Clients’ Money” that are provided in the applicable CySEC’s legislation. All amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of Investment Services, shall be held in the name of the Client and/or in the name of the Company on behalf of the Client in a Client Bank Account. This means that your funds will be segregated from our own money and cannot be used in the course of our business.

12.7. In the event of our failure (for example, due to insolvency), any money held in a client money account by third parties or deposited with a QMMF 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 or QMMF, 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.

12.8. Where any amount owed by you to us under this Agreement is due and payable to us, in accordance with the CySEC Rules, we shall cease to treat it as client money, so much of any client money held on Your behalf as equal to the amount you owe us. You agree that we may request that money in or towards satisfaction of all or part of those amounts due and payable to us. For the purposes of this clause, any such amounts owed by you to us under this Agreement become immediately due and payable, without notice or demand by us, when incurred by you or on your behalf.

12.9. We may hold your money and the money of other Clients in the same Client Bank Account (omnibus account). In this case we are able to identify your money through our back office and accounting system.

12.10. We aim to hold your money only in EEA-regulated financial institutions which employ and have Client Money rules similar to ours and which are supervised by regulatory authorities of equivalent status to ours. In the unlikely event that we may hold Client Money outside the EEA, the legal and regulatory regime applying to any such financial institution will be different from that of the EEA, and in the event of the insolvency or any other analogous proceedings in relation to that financial institution, your money may be treated differently from the treatment which would apply if the money was held with a financial institution or QMMF in the EEA.

12.11. We do not hold Clients' Money in unregulated financial institutions and QMMFs. We may, however, pass on Clients' Money to any regulated third party (e.g. a bank, a market maker or liquidity provider, merchant, e-wallet, intermediate broker, OTC counterparty or clearing house) to hold or control in order to effect a Transaction through or with that person or to satisfy your obligation to provide collateral (e.g. initial Margin requirement) in respect of a Transaction. We carry out annual risk assessments of all regulated third parties we work with but have no responsibility for any acts or omissions of any regulated third party to whom we pass money received from you. The regulated third party to whom we pass money may hold it in an omnibus account, and it may not be possible to separate it from our money or the third party's money depending on the third party's regulatory provisions. In the event of an insolvency or any other analogous proceedings in relation to that regulated third party, we may only have an unsecured claim against the regulated third party on behalf of you and our other Clients, and you may be exposed to the risk that the money received by us from the regulated third party is insufficient to satisfy the claims of you and all other Clients with claims in respect of the relevant account. The Company accepts no responsibility for any funds not deposited directly into the Company's bank accounts, for losses (directly or as a result of) due to delays and/or failures to deposit/remit funds through affiliated and/ or third parties.

12.12. With regard to the Margin requirement on your Account for maintaining the open transactions with the Company, you agree that the Company has the right to transfer ownership of this Margin from you to the Company, to be maintained by the latter as security and be returned by the Company to you on closing of the open transactions. In this case, the Margin will be considered as a debt due by the Company to you and not as Client Money therefore it could be used by the Company subject to the repayment obligation.

12.13. Client Money is kept off balance sheet and cannot be used to pay back the Company's creditors in the unlikely event of the Company's default. In addition, the Company will not be liable for any failure or insolvency of any bank, financial institution and/or QMMF in which Client Money is held, however, applicable investor compensation or deposit protection schemes may protect a proportion of the money in default.

13. Interest Sharing Programme.

13.1. We may but are not obliged to provide you access to our Interest Sharing Programme. If made available to you, you will be able to find more information on the Trading Platform and our Terms and Fees page on our Website. In the event that we do not offer you access to our Interest Sharing Programme, we will retain any interest.

13.2. If the Interest Sharing Programme is made available to you and you provide us with your express consent to participate, in addition to Regular Bank Deposits and Term Deposits, we may hold your Free funds in a QMMF. 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 13.5 below.

13.3. 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, we will **not** hold your Free funds in QMMFs and therefore, **no** interest will be paid to you as per Clause 13.2. We may still hold your Free funds in Term Deposits and/or Regular Bank Deposits with EU/UK-regulated financial institutions, and we will retain any received interest.

13.4. To ensure that we act within the scope of our regulatory permissions, in order to be eligible to receive interest on your Free funds in accordance with this Clause 13, you must actively engage in investment activities through your Account with us. For Accounts that are not actively investing, we reserve the right, at our sole discretion, to suspend any interest payment to you with immediate effect and we will notify you.

13.5. The interest rate we receive can be subject to immediate change by the regulated EU/UK financial institutions and/or QMMF managers, for instance, due to changes in the applicable base rate by the European Central Bank or the Bank of England. 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.

13.6. If we offer you the Interest Sharing Programme and you opt-in to the Interest Sharing Programme and meet the criteria for receiving interest on your Free funds according to this

Clause 13, 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.

13.7. 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 12.

13.8. Depending on your tax residency, a withholding tax may be applicable:

a. If you are a Cypriot tax resident, any interest income you receive will be subject to a 30% withholding tax and a 2,65% GHS tax. We will withhold the applicable taxes from your interest income and make the necessary payments on your behalf to the Cyprus tax authorities.
b. If you are NOT a Cypriot tax resident, you are exempt from any withholding tax in Cyprus.

14. Fees.

14.1. You shall pay our charges and/or commissions, details of which are set out in the Terms and Fees and may be amended from time to time by written notice from us to you. Charges shall be recorded and indicated on confirmations and monthly statements.

14.2. The Terms and Fees Table sets out details of arrangements which involve the payment or receipt by us of any fee or non-monetary benefit to or from any person other than you in connection with the Services provided by us under this Agreement. Further details of these arrangements shall be disclosed to you as soon as practicable following notice in writing to us requesting such disclosure.

14.3. You shall be responsible for the payment of any commissions, transfer fees, registration fees, transaction taxes and/or stamp duties, governmental or administrative levies and fees and all other liabilities and costs properly payable or incurred by us under this Agreement. 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 or stamp duty. The existence and amount of tax depend on the specific type of financial instrument and the applicable national legislation. Trading 212 will, on a best-effort basis, withhold those transaction taxes from you and the relevant funds will cease to be protected under the CySEC Rules on client money (as specified in Clause 12), as they will be due to the respective authorities and not to you. Taxes, duties and other fiscal liabilities and all other liabilities and costs properly payable or incurred by us under this Agreement. Our policy is to pass on to the clients the fees charged by our agents for depositing funds. We will not charge you for withdrawing money from your account.

14.4. For each day when you have an open position you shall pay or receive an Interest Rate Swap as specified in the Terms and Fees.

14.5. All fees and expenses payable by you shall be deducted from your Account, and if an Interest Rate Swap is positive, it shall be transferred to your Account, and 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.

14.6. The Company is entitled to debit the Client's Account with any value added tax, or any other tax, contribution or charge which may be payable as a result of any Transaction which concerns the Client.

14.7. The Company is not responsible for paying Client's tax obligations in relation to possible income tax or similar taxes imposed on him by his jurisdiction on profits and/or for trading in

Financial Instruments.

14.8. You agree that Trading 212 will not be liable for any additional fees you may be charged by any bank, credit card provider or other third-party payment services provider, which you use for the transfer of funds to and from us.

15. Reporting.

15.1. We shall send you a confirmation in respect of each Order within the time required by the CySEC Rules (normally within one (1) Business Day of the execution of an Order). We shall send such confirmation by electronic means of communication, including via the Trading Platform, or via your email. Every Business Day we shall provide you with real-time statements and confirmation of your transactions through the Trading Platform that gives you access to your Account balance. We shall email you your Account statement in accordance with CySEC requirements. Performance measurement shall not be provided other than by special arrangement. The statement shall include details of the contents and value of your Account and open positions and such other information as may be agreed from time to time by us or as is required to be disclosed under the CySEC Rules.

15.2. You shall regularly check statements received from us. Any confirmation or statement of account or any certificate issued by us in respect of any transaction or other matter shall be conclusive and binding on you unless an objection in writing is received by us within one Business Day of the actual or deemed delivery date.

15.3. Where we are required under applicable law to report transactions with you to the CySEC or otherwise, you will need to provide us with your national insurance number or such other information as we may require to determine your national client identifier before you can place Orders via our Trading Platform.

16. Trading with CFDs on Currency Pairs and Cryptocurrencies.

16.1. CFD is a derivative Financial Instrument with underlying assets including Currency Pairs and Cryptocurrencies. The CFDs are created to enable you to speculate on the price of the underlying, Cryptocurrency or Currency Pair, without physically owning the underlying asset.

16.2. The price of a Currency Pair shows the exchange rate at which the two currencies are traded. Purchase of a Currency Pair means the purchase of the first currency of the pair and the sale of the second one. Sale of a Currency Pair means the sale of the first currency of the pair and the purchase of the second one. Transactions in Currency Pairs do not include the actual delivery of currency. They are traded for speculation purposes only. The price of a Cryptocurrency shows the exchange rate at which the Cryptocurrency is traded against a fiat currency (e.g. EUR, USD, GBP). Transactions in Cryptocurrencies do not include the actual delivery of Cryptocurrencies. They are traded for speculation purposes only.

16.3. You acknowledge and agree that the prices of the Currency Pairs and Cryptocurrencies are indicated by the Trading Platform and may have minimal differences from the prices quoted by other investment intermediaries.

16.4. Profits and losses generated by trading with Currency Pairs and Cryptocurrencies are always in the second (quote) currency of the pair. For instance: if you trade EUR/USD or BTC/USD, you shall incur profits or losses in US dollars.

16.5. All transactions with Currency Pairs and Cryptocurrencies shall be concluded in accordance with Clause 11, using the methods of communication specified in Clause 9.

16.6. We may, at our complete discretion, determine Restricted Price Zones in which you cannot place pending Orders. Usually, these are prices which are too close to or too far from the market price of an instrument.

17. Trading with CFDs on Stocks, Indices and ETFs.

17.1. The Contract for Difference on Stocks, Indices and ETFs lets you speculate with the price of the respective stock, ETF or index without having to physically buy or sell the instrument. Buying CFDs on a stock does not make you a shareholder in the respective company. You shall not have voting rights or liquidation rights.

17.2. When trading with CFDs, you and we explicitly agree on the following conditions:

a. neither of us shall physically acquire the base instrument purchased by the CFD; and
b. neither of us shall be obliged to buy, sell or deliver the respective base instrument traded as a CFD.

17.3. Prices, interests and commissions

a. The price of the CFD changes on an intra-day basis and is close or equal to the exchange price of the respective base instrument (being a Stock, Index or ETF);
b. In order to trade with CFDs, you must have sufficient cleared money in your Account according to the Terms and Fees. The requirements of Clauses 8.2. and 8.4. shall apply for all open positions.
c. When you have opened a long position, you shall pay interest from your Account for every day this position is open, according to the Terms and Fees Schedule.
d. When you have opened a short position, your Account shall be credited with interest for every day this position is open, according to the Terms and Fees.

e. Your Account shall be charged with the costs for the execution of each transaction with CFDs, according to the Terms and Fees.

f. Payment of dividends on Stocks that are the base for a CFD:

(i) in case you have a long CFD position, you will receive cash adjustment attributed to an announced dividend payment issued by the underlying product, less any applicable withholding taxes in your account. These adjustments will be applied to your Account on the announced market ex-dividend date; or

(ii) in case you have a short CFD position, you shall pay from your Account 100% of the announced dividend. These adjustments will be applied to your account on the announced market ex-dividend date.

17.4. If a company splits or reverse splits its Stock or issues rights or is subject to any other corporate action, you shall be informed and agree that the quantity and price of the CFDs in your position may be increased or reduced.

17.5. If a company goes bankrupt or is delisted from the respective stock exchange, 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 CFDs of this company shall be closed, and you agree to the closing prices.

17.6. We reserve the right to make cash or other adjustments with respect to movements in an underlying index resulting from dividends or other corporate actions, to the extent we believe such adjustments are fair and reasonable. Certain instances are stated below (the list is not exhaustive):

a. an announcement that a certain stock shall be removed or added to the index;

b. a change in the calculation method of an index;

c. a stock within the index pays dividends.

17.7. At our discretion we may change the rate of the collateral for any instrument and additional money may be requested from you.

18. Trading with CFDs on Futures.

18.1. Clauses 17.2. to 17.3.e. shall apply to trading with CFDs on Futures.

18.2. Each Futures contract is traded for a specific period of time. The expiration date is included in the name of the Futures (for example Oil-19Jul13).

18.3. You shall agree that your positions shall be automatically closed on the expiration date of the corresponding Futures contract.

18.4. You shall agree to the prices at which your positions shall be closed on the expiration date of the respective Futures contract.

18.5. You shall agree that the default setting of the Auto Rollover function will be 'On'. The client can change that setting at any point.

18.6. The following are the circumstances under which the CFD may mature or terminate:

a. The CFD will end with the closing of the client's position.
b. The client's position may be closed by the client at any time during the trading hours indicated on the trading platform.
c. The client's position may be closed at the initiative of the counterparty when there is excessive usage of the margin or the position's margin falls below required minimum as set by the counterparty to protect the client from the accumulation of large losses that would be expressed in a negative account balance.
d. The client position may be closed at the initiative of the counterparty in the event that an underlying asset of the CFD is no longer trading.
e. The client position may be closed at the maturity of an underlying asset (for instance

with CFDs on Futures and Commodities).

f. The client position may be closed at the initiative of the counterparty in the event that changes to the liquidity of the instrument in the market mean that risk cannot be properly hedged.

Therefore, before trading in CFDs, you must ensure that you fully understand the associated risks, especially the counterparty risk. For more information, please refer to the Disclosures Notice available on our Website.

19. Trading with CFDs on Commodities.

19.1. Trading with CFDs on commodities (including Precious metals, Oils and niche Agricultural Products) is based on spot prices and does not include the actual delivery of the quantities that have been purchased or sold.

19.2. When trading with CFDs on Gold and Silver, the price of the precious metal shows the proportion in which it is traded against the currencies.

19.3. You acknowledge that the prices of CFDs on Gold and Silver are indicated via the Trading Platform and may differ from the minimum prices of other investment intermediaries.

19.4. Trades in CFDs on Gold and Silver are concluded in the manner specified in Clause 11, using the methods of communication specified in Clause 9 above.

19.5. We may, at our complete discretion, determine Restricted Price Zones in which you cannot place Pending Orders. Usually, these are prices which are too close to or too far from the market price of an instrument.

20. Commencement, Duration and Termination.

20.1. This Agreement shall come into effect on the date on which you accept these terms through our Website or otherwise indicate your acceptance to us in writing (including email). This Agreement shall continue until terminated in accordance with the applicable provisions of this Agreement.

20.2. Either of us may terminate this Agreement:

a. by the written consent of both of us; or

b. by either of us giving the other thirty (30) days' prior notice in writing, and you acknowledge that if you have open positions, we shall have the right to close them. We are not obliged to provide any grounds for such termination.

20.3. The Company 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 33 "Force Majeure";

c. we suspect that you may be engaged in credit card fraud, money laundering, funding terrorism and/or any relevant criminal conduct.

20.4. We shall have the right but not the obligation 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) straight months (180 days).

20.5. As a client of Trading 212 you agree that you will not behave in an inappropriate manner towards Trading 212 or any of their employees, agents or officers. Inappropriate behaviour can include but is not limited to - Swearing, Abusive Language, Racism, Discrimination, Harassment, Defamation, Abuse of the Chat / Email System, Misuse of

Social Media Channels and Spam. Trading 212 reserves the right to terminate your Agreement in these circumstances.

20.6. Immediately in the event of Us receiving official proof of the death of the Client, we shall 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.

20.7. We reserve the right to terminate all or any part of the Services without prior notice in cases where we suspect market abuse. In such cases, we reserve the right to refuse to execute your orders or instructions and to void all your trading transactions, even if they have already been confirmed by us. In this case, we shall have the right not to pay the amounts received in your account as a result of such transactions. In the above cases, we shall not be held liable for any damages incurred by you.

20.8. The Client is obliged to pay any pending obligations towards the Company, including but not limited to any pending fee or amount payable to the Company, any charge or expenses incurred or to be incurred as a result of the termination of this Agreement, as well as any other expenses that might arise during the settlement of the pending obligations. The Company has the right to subtract all above pending obligations from the Client Account.

20.9. The termination of this Agreement does not influence in any way the rights, contractual provisions, commitments, obligations and liabilities of either party.

20.10. In the event that any proceeds of any sorts are booked to the Account after the termination of the Agreement, 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.

21. Your Confirmations.

21.1. You warrant, represent and undertake that:

a. all information that you supply to us is complete, true, accurate and not misleading in any material respect;
b. you are entering into this Agreement as principal and not as another party's agent or representative;

c. you are not under any legal disability with respect to and are not subject to any law or regulation which prevents your performance of this Agreement and you are not an executive employee, manager, director, member of the board of directors or similar of any regulated market and/or a corporation whose stocks are traded on such regulated market;
d. you have obtained all necessary consents and have the authority to enter into this Agreement;
e. you are in compliance with all laws and regulations to which you are subject, including but not limited to local financial regulations and local tax laws; and
f. 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 Trading Platform, including but not limited by entering into a transaction which may qualify as:

    a. Market abuse (such as an insider trading or an abusive use of confidential information) or any similar practices which may qualify as market abuse;
    b. Scalping;
    c. Acting in concert with third party or similar abusive or manipulating way of using the Trading Platform;
    d. Platform abuse, price manipulation, time manipulation or similar practices.

21.2. Breach of any of the undertakings made under Clause 21.1. shall be deemed a material violation of this Agreement and shall entitle us to unilaterally cancel and deem void any Order made in violation of Clause 21.1., to close your Account and to terminate the Agreement. In such case, we shall not be held liable for any damages, loss of profits or any other real or contingent obligations incurred by you.

21.3. You must immediately inform us, in writing, of any material changes to the information you provide to us in your original application form, such as changes to your contact details or any adverse matters or changes relating to your financial status.

22. Risk Warnings.

22.1. Before trading in CFDs, you must ensure that you fully understand the risks involved. CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money. By entering into this Agreement, you agree that we may provide you with a description of some of the risks involved in trading CFDs on our Website and in the Disclosure Notice.

23. Conflicts of Interest and Disclosures.

23.1. We are required, in accordance with the CySEC rules, to take all reasonable steps to identify conflicts of interest between ourselves and our clients, or between one client and another, which arise through the provision of our investment services. We shall provide you with our Disclosures Notice along with the CFD Terms. The conflicts of interest section of the Disclosures Notice sets out the types of actual or potential conflicts of interest which affect or may affect our Services under this Agreement and provides details of how these are sought to be managed.

23.2. You shall notify us promptly of any potential conflict affecting our provision of the

Services of which you are or become aware.

23.3. We may, without prior reference to you, recommend transactions or provide services in circumstances where we have, directly or indirectly, a material interest or a relationship of any description with another party which may involve a potential conflict with our duty to you. We maintain organizational and administrative arrangements with a view to taking all reasonable steps to prevent a conflict of interest constituting or giving rise to a material risk of damage to your interests.

23.4. Subject to the CySEC rules, we shall not be liable to account to you for any profit, commission, remuneration made or received from or by reason of such transactions or any connected transactions, and our fees shall not, unless otherwise provided, be abated thereby.

24. Confidentiality.

24.1. 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 Clause 24.

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;

e. in the unlikely event of the Company's default for the arrangement of your insured funds, as applicable, held with the Company.

24.2. The Client acknowledges, accepts and consents the fact that the Company will record and/or produce a written record of telephone conversations, internet-based conversations (chat) and meeting minutes between the Company and the Client.

24.3. The Client allows the Company to use these recordings or the transcripts of these recordings as evidence in relation to the investment services offered and to disclose such information as part of any litigation or litigation that it expects to arise between the Client and the Company.

24.4. The Company may provide copies of such recordings of telephone calls to a regulatory authority of a competent authority, without informing the Client.

24.5. Technical reasons could prevent the Company from recording a conversation and the recordings or the transcripts produced by the Company will be destroyed in accordance with the Company's normal practice. Therefore, the Client must not expect that these recordings will be available to him.

25. Personal Data Protection.

25.1. The Company is following the legal and regulatory framework governing the processing and protection of personal data in Cyprus and in particular the General Data Protection Regulation (GDPR) (EU) 2016/679 and the Protection of Natural Persons With Regard to the Processing of Personal Data and for the Free Movement of Such Data Law of 2018, which was adopted for the effective implementation of certain provisions of the GDPR. Further details of how we process personal data are specified in our Privacy Policy available on our Website.

25.2. 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.

26. Leverage.

26.1. Leverage obtainable in CFDs trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement in the markets can result in a proportionately larger movement in the value of your investment and this can work against you as well as for you. CFD Transactions have an inherent risk and you should be aware of what the implications of this are.

26.2. Leverage restrictions may apply to certain products or jurisdictions as it is imposed by the relevant industry practices or regulatory requirements accordingly. In addition, it should be noted that the Company will continuously monitor the Leverage applied to Clients' positions and reserves the right to amend the Account's Leverage depending on the Clients' trade volume and trading patterns.

26.3. The Client thus accepts, acknowledges and understands that the automatic reduction of Leverage in her Account could result in the Account Equity falling below the updated Margin requirements, which could result in a Margin Call or Stop Out. The Client is therefore strongly advised to maintain an appropriate amount of Margin in his Account(s) at all times in the event of an automatic reduction of the Account's Leverage.

26.4. The Company may also add to or change its Leverage Limitations at any time without prior notice to be given to Clients.

27. Client's Account.

27.1. You shall open an Account with the Company to be able to trade in CFDs offered by the Company.

27.2. You do not intend to use your Account for payment of transactions to third parties.

27.3. You understand that no physical delivery of a CFD's underlying asset that you have traded through your account shall occur. All CFD contracts can only be settled in cash. The prices of these instruments are derived from the underlying assets or currency pairs related to these CFDs, but in no way you are acquiring any right for delivery of the underlying asset/currency. Moreover, engaging in trading CFDs with underlying assets Cryptocurrencies, and due to the highly volatile nature of these assets, you might be exposed to higher risks than trading the assets themselves or trading other CFDs with other underlying assets.

27.4. In order to open an Account, you need to fill out the online application form, which can be found on the Website. At the end of this form, the following documents must be uploaded:

a. Identification document (e.g. Passport or ID card). For an identification document to be considered valid needs to clearly indicate a photograph, signature, personal details, issue and expiry date place and date of issue, and serial number; and

b. Proof of address (e.g. utility bill, current local authority tax bill, etc). For proof of address to be considered valid, it needs to be dated within the last 6 months.

27.5. If you are unable to upload these documents, the documents can be sent via email following the submission of the online application form. In the event that you cannot send the necessary documents by email, the Company will accept them by post. However, email still remains the preferred method. You will not be able to enter into any transaction of trading nature and his trading account will be placed in a read-only mode until his KYC documentation is provided to the Company and your trading account is approved.

27.6. If you have opened more than one CFD Account, the Company shall be authorised to consider and treat these different CFD Accounts as a single unit. Among other rights that the Company has in the way of handling these CFD Accounts, is the transferring of funds between CFD Accounts to cover possible negative balances, of any of these CFD Accounts, without this affecting in any way the right of the Company to terminate the CFD Account or close all Client's open positions.

28. Investor Compensation Fund.

28.1. The Company is a member of the Investor Compensation Fund, a governmental deposit protection scheme with the purpose to guarantee the Clients of CIFs in case the Company defaults on its obligations to refund the Client's Account balance, when this is requested by the Client.

28.2. For more information on the operation of this scheme, please refer to the Investor Compensation Fund document, available on our Website.

29. International Reporting Regulations.

29.1. Certain international regulations impose specific obligations on us as a financial institution to disclose certain of your financial and transactional information to various authorities. Such reporting regimes include, among others, the Foreign Account Tax Compliance Act ("**FATCA**"), the Common Reporting Standard ("**CRS**") and the European Market Infrastructure Regulation ("**EMIR**"). Disclosures under these regulations are necessary for compliance with our regulatory obligations as a financial institution.

29.2. By accepting this Agreement, you provide consent to us, and any other Trading 212 Group Company, collecting, storing, processing and disclosing, directly or indirectly, any relevant information, as required under FATCA, CRS, EMIR and other disclosure requirements under Applicable Law. This consent covers involving third-party service providers that we engage from time to time. You acknowledge that these processes may lead to us or third parties transferring data to jurisdictions with data protection laws that are less stringent than data privacy standards that apply in Cyprus and the European Union.

30. Force Majeure.

30.1. 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.

30.2. 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. Whereas in any such event, we will try to take reasonable steps to mitigate the effect of the said event in order to continue our operations and to continue to provide you with services and where we may therefore alter some of the (trading) terms and conditions as per this agreement.

31. Communications.

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

a. by post: Trading 212 Markets Ltd, 1, Agias Fylaxeos str., 2nd floor, Office 1, 3025, Limassol, Cyprus; or
b. by the Chat button on the website and the on Trading Platform; or
c. by email: info@trading212.com

31.2. We may contact you and give you any notices in connection with this Agreement by post, telephone, fax or by electronic means using the latest address, telephone number, fax number or electronic mail address which you have provided. Please provide us with prompt notice of any change to your contact details.

31.3. 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 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 notifications.

32. Amendment.

32.1. We may change the terms of this Agreement for any of the following reasons:

a. where we reasonably consider that:

(i) the change would make the terms easier to understand or fairer to you; or

(ii) the change would not be to your disadvantage; 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 enable us to make reasonable changes to the way we provide the Services to you as a result of changes in the financial system, technology or the systems we use to run our business; or

d. as a result of a requirement under the applicable law and regulation.

32.2. If we make a change in accordance with this Clause 35, we shall always give you at least 30 days' written notice before we make the change, except as required by applicable law or regulation.

33. General Provisions.

33.1. English shall be the language for communication between you and us for the duration of this Agreement unless otherwise agreed. This Agreement can be translated into different languages. If there are any inconsistencies between different language versions, the English language version shall prevail.

33.2. You agree to notify us promptly of any changes to the information you have provided to us.

33.3. This Agreement shall supersede all prior written agreements entered into by you and us in relation to the provision of the Services. This shall not affect any rights or obligations that you or we may have under any previous terms of business relating to these services.

33.4. 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.

33.5. 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.

33.6. 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.

33.7. Trading 212 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 subsequently becomes aware youmeet the definition of a US person, we may require you to close your account immediately, and Trading 212 will not be liable for any losses that you may incur as a result.

33.8. 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 local law or regulation to which you are subject.

33.9. Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to create a partnership between you and us.

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

33.11. This Agreement shall be governed by and construed in accordance with the laws of Cyprus and shall be subject to the exclusive jurisdiction of the Cypriot courts.

33.12. You agree that your use of data made available to you in relation to your use of the Services, in real-time or delayed, through the Trading 212 platform, which may include market prices, volumes and any other data related to Financial Instruments 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;
c. employee of an organisation for the performance of professional investment activities.

33.13. 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.

34. Definitions.

The following words and phrases shall have the following meanings:

Account means an account opened with us in your name to trade with CFDs on Currency Pairs, Stocks, Indices, ETFs, Cryptocurrencies and Futures. Any entries in that account shall only be made upon the performance of the subject matter of this Agreement;

Agreement between the Client and the Company shall mean these CFD Terms and any additional documents expressed to be part of these CFD Terms accepted by the Client;

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:

a. the rules and guidance of CySEC or any other rules of a relevant regulatory authority,
b. the rules of a relevant market or clearing house, and
c. other applicable laws, rules and regulations as in force from time to time as applicable to this Agreement;

Appropriateness Test means our assessment whether you have the necessary knowledge and experience to understand the risks involved in relation to certain complex investment products offered via our Services;

Auto Rollover is a feature applicable to Futures, where if activated, on the day of expiry positions held on the expiring contract will be automatically closed at the prevailing price at the time of expiration. Simultaneously, an equivalent position, with the same quantity and direction, will be automatically opened in the next nearest dated contract, at the prevailing price of this contract. In doing so, you will still be charged a spread for the rolling of your position. You will be notified of the rollover and will have the option to activate/deactivate the feature at any point;

Business Day shall mean any day that is not a bank holiday in the Republic of Cyprus;

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

Close-only Limitation is a limitation, where Your ability to open new positions or place new Buy orders is restricted or disabled;

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;

Contract for Difference, or "**CFD**" shall mean a Financial Contract for Difference on spot Forex, stocks, equity indexes, precious metals, virtual currency or any other commodities available for trading;

Cryptocurrency means any digital virtual currency used as an underlying instrument on which the contract for difference is based;

Currency Pair means an instrument for speculation on the currency markets. The currency pair is the correlation of the currencies of two countries, e.g. EUR/USD, and is further described in Clause 15.1.;

CySEC Rules means the directives, circulars, guidelines and other relevant publications issued by CySEC, as amended and/or updated from time to time;

Event of Default means:

a. you die, you become of unsound mind or are unable to pay your debts as they fall due;
b. you act in breach of any warranty or representation made under this Agreement or any representation or warranty made by you under this Agreement and/or any information provided to us in connection with this Agreement is or becomes untrue or misleading;
c. any sum due and payable to us is not paid in accordance with this Agreement or otherwise when due;
d. any event beyond our control occurs in the country in which you usually are resident, which, at our sole discretion, makes it desirable for the protection of Trading 212 Markets Ltd. to treat the same as an Event of Default;
e. any termination or suspension or loss of any relevant regulatory authorisation;
f. we consider it necessary or desirable for Our protection or to prevent what We think 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;
g. any event of default (howsoever described) occurs under any other agreement between us.

Financial Instrument has the definition set out in the Third Part of Appendix I of Law 87(I)2017;

Free funds means funds that are not blocked as collateral for open positions, therefore it is the total balance on the Account minus the Margin (where “Margin” shall have the meaning as per Clause 8).

Futures means a contract for difference based on an exchange-traded futures contract. Every futures contract expires on a certain expiry date;

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

Index means a contract for difference based on a stock exchange index, and “Indices” shall be construed accordingly;

Insolvency Event means, in respect of any person:

a. a resolution is passed, or an order is made for the winding up, dissolution or administration of such person;
b. any bankruptcy order is made against such person;
c. the appointment of a receiver, administrator, manager, administrative receiver or similar officer, or if an encumbrancer takes possession of or sells, all or any part of the business or assets of such person;
d. the making of an arrangement or composition with creditors generally or the filing with court documents or making of an application to the court for protection from creditors generally, or any arrangement which has that effect; or
e. if the relevant person becomes insolvent or is otherwise unable to pay its debts as they become due, or any act of insolvency or event that is analogous to those set out in paragraphs (a), (b), (c), or (d) of this definition applies to the person concerned.

If the person concerned is a partnership, the occurrence of any of the events listed in this paragraph in relation to any partner shall be an Insolvency Event in relation to such person;

Interest Rate Swap means an interest payment which is either paid or received by the client for keeping open positions overnight;

KYC Process means know your customer due diligence process as outlined in the Applicable Law;

Leverage shall mean the ratio in respect of Transaction size and initial Margin. 1:30 ratio means that in order to open a position the initial Margin is thirty (30) times less than the Transactions size;

Long position means the purchase of a financial instrument by you;

Manifest Error means an obvious error in the quotes of the Financial Instruments which substantially deviates from the prevailing market price and which has occurred as a result of a system or technical error;

Market Hours means the time span of trading on the financial markets as indicated on the 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;

Order means an instruction to buy or to sell as placed by you via your Account on the Trading Platform;

Order Execution Policy means Trading 212's Order Execution Policy, available on our Website, stipulating the means by which we will meet our best execution obligations when executing Orders for our Clients;

Pending Order means any order that has been accepted by us but not yet executed;

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

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 Services;

Qualifying Money Market Fund (QMMF) means a money market fund that aims to achieve a return on investments and have a low-risk profile by investing in mostly low-risk financial instruments such as government bonds. A QMMF is subject to higher regulatory scrutiny and must meet higher quality standards than other money market funds;

Regular Bank Deposit means any interest-bearing deposit with a regulated financial institution, other than Term Deposits;

Restricted Price Zones means price zones that we shall not allow you to trade in;

Retail Client under this Agreement, unless the context otherwise requires, shall mean any client who is not a 'professional client', as defined in Part I and II of the Second Appendix of the Law 87(I)/2-017, for purposes of client categorization/classification under MiFID II;

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);

Services means the services we provide for trading CFDs as specified in Clause 4.1.;

Short position means the sale of a financial instrument by you;

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;

Stock means a share of a public company, registered for trading on a foreign stock exchange;

Target Market Assessment is a set of questions, in accordance with MiFID's requirements, designed to identify and assess clients in ensuring that financial instruments and services are compatible based on their needs, characteristics and objectives;

Term Deposit is a type of deposit for savings or investment purposes. Term deposits have a fixed interest rate and a predetermined term, which is usually up to 95 days;

Terms and Fees means the page entitled "Terms and Fees" available on our Website;

Trading Platform means the electronic trading platform on our Website;

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

Website means our website at www.trading212.com or any such other website operated by Trading 212.

DECLARATION

You declare that you have read, understood and accepted this Agreement in its entirety.

You declare that you have read, understood and accepted the document entitled Disclosures Notice, and you have understood the warnings contained in this document.

By accepting this Agreement, the Client declares that he/she has read, understood and accepted all the information provided in the following documents, available on the website of the Company and solely based on these contents he has willingly entered into a legally binding agreement with the Company:

(i) Disclosure Notice
(ii) Order Execution Policy
(iii) Key Information Documents
(iv) Privacy Policy

(v) Cookies Policy
(vi) Terms and Fees

You declare that the terms of this Agreement, as amended from time to time and as they are published on the Company's Website, override any previous, current or future representation, expressed or implied, made or to be made by us and/or any of our representatives, and shall be the only legally enforceable mean that defines the relationship between you and the Company.

You declare that you consent and agree to direct advertising by any means, including but not limited to, by email and facsimile.

You declare that you are over 18 years old and/or have full capacity (in case of legal entities) to enter and be bound by this Agreement and that you are not prohibited by the legislation/regulations of your country of residence to enter into this Agreement.

You declare that all information provided in the "Account application form" is true, accurate, complete and not misleading and that you undertake to inform the Company of any changes that might occur to the data/information provided in the "Account application form".

You declare that you accept and understand that it is your full responsibility to monitor for updates of the applicable Agreement in force as published on the Website from time to time. Any viewer or user of the Website, whether Client or not, accepts and understands that the use of the Website, or of any form of access through the Website of information shown or of a service offered by the Company, constitutes knowledge and acceptance of the Agreement and all its contents.

You declare that you accept and understand that the official language of the Company is English language.

These CFD Terms were last updated and published on 04.02.2026. A copy of the most up-to-date version of these CFD Terms is available here.