

# Pies and AutoInvest Terms

## 1. General Information.

1.1. These Pies and AutoInvest Terms (“**the Terms**”) govern the relationship between you and Trading 212 UK Ltd. (“**Trading 212**”) in terms of you using the Investment Pies technical tool. The Invest Terms and any definitions not defined in these Terms shall be applied mutatis mutandis to the Terms. In case of any inconsistencies, these Terms shall take precedence over the Invest Terms.

1.2. Your ISA account and any ISA Services, as defined in the Invest Terms, shall be governed by the ISA Terms available on our Website, in addition to the present Terms. Please note that there are specific rules in relation to your ISA account contained therein.

1.3. Any reference in the Terms to ‘we’, ‘us’, ‘our’, ‘ours’ and ‘ourselves’ as appropriate shall mean Trading 212. Similarly, any reference to ‘the Client’, ‘you’, ‘your’, ‘yours’ and ‘yourself’ as appropriate shall mean you as a customer of our services under the Invest Terms.

## 2. Definitions.

**AutoInvest** is a functionality that enables you to set up recurring payments into your Pies that are for fixed amounts that happen periodically and on an ongoing basis as chosen by you with no specified end date until terminated by you;

**Auto reinvest** is a functionality feature part of Autoinvest that enables you to automatically reinvest all dividends received from a financial instrument back into the portfolio of financial instruments in your Pie and in accordance with the proportional value of each financial instrument configured by you;

**Average annual return (AAR)** is the weighted average of the 5-year annualised return of each Slice;

**Model Pie(s)** is a Pie feature, which allows you to choose from a variety of ready-made pies, comprised of different types of assets. Model Pies are not personalised and they are based on Model Pie Data;

**Model Pie Data** is data provided by external third parties, used as a source for creating the Model Pies;

**Pie** means a collection of financial instruments that is created by you based on your discretion;

**Slice** means each separate financial instrument, which a Pie consists of;

**Social Functionality** is Trading 212's social functionality available on the Trading 212 Platform and as described in Trading 212 Social Terms of Use; and

**Weight** means the percentage each Slice takes of a Pie.

## 3. Service Overview.

3.1. Trading 212 shall provide the Investment Pies technical tool (the "**Feature**") and has concluded that the Feature:

- a. provides a software solution which enables you to manually generate your own Pies;
- b. enables you to add one or more financial instruments to a Pie;

- c. provides information about a Pie's AAR based on historical data that does not guarantee in any way the future performance of a Slice or a Pie;
- d. to either invest funds manually in a Pie on a one-off basis or use the AutoInvest functionality for regular recurring payments (see section 4. for more details);
- e. provides you with the option to turn on/off AutoInvest for a whole Pie; and
- f. provides you with the option of copying a Pie based on another Pie creator's preferences or choosing a pre-made Model Pie (see section 7. for more details).

### 3.2. Trading 212 shall in providing this Feature:

- a. use due care and diligence to operate the Feature in line with the present Terms and the FCA Rules;
- b. act on an execution-only basis, meaning we do not provide any form of portfolio management or financial, legal, tax or similar advice relating to the Feature and are not responsible for exercising any judgment on your behalf as to the merits of any order you place or as to the performance of any financial instrument you invest in;
- c. act on valid instructions we receive from you;
- d. transmit, buy or sell orders in line with our order execution policy; and
- e. hold your financial instruments within your Pie in line with the FCA Rules on client money and the custody of assets as described in the Invest Terms.

3.3. By using the Feature, you shall be able to generate your own Pies manually to conduct transactions with financial instruments. You will have the ability to select which financial instruments to invest in, what proportion to be invested in which Slice, as well as decide how much and when to invest. The Pie can be edited or deleted at any point, and all its settings can be amended.

3.4. The use of the Feature shall not in any way affect, amend or override the facts and the statements made by you, confirming that no investment decisions are made on your behalf

by Trading 212 and that each transaction is still executed only at your own discretion and shall be entirely at your expense and risk.

3.5. The available financial instruments and market hours for the services provided herein shall be determined by Trading 212, and a list thereof shall be available to you on the Feature. Both the financial instruments and market hours can be amended by Trading 212 from time to time.

3.6. When new funds are invested in a Pie, they will be used in accordance with your previously set Weight to execute an order to buy a share of the financial instrument. Purchases are made on or as soon as reasonably practicable after funds are paid in. If the funds are insufficient for a whole share, then a fractional share will be bought (pursuant to the Fractional Share Program, as described within the Invest Terms). The same approach will apply for any occasions where a sell order has to be executed within the Pie.

3.7. When setting up a Pie, you will see estimates for potential average annual performance, which is based on a Pie's AAR for the past 5 years for the Slices included. Exceptions and clarifications to a Pie's AAR calculation:

- a. For Slices aged between 6 months to 5 years, we calculate an annualised return over the entire available period;
- b. We substitute slices younger than 6 months (e.g. recent IPOs) with the total stock market's average return;
- c. We assume dividend reinvestment; and
- d. We do not account for your personal tax circumstances.

By agreeing to the Terms, **you expressly agree that those returns are not guaranteed and are an illustration of what the investment results might be. Past performance is not a reliable indicator of future results.** This data does not constitute investment advice, and Trading 212 cannot be held liable for the performance of a Pie.

3.8. With time, the Weight of a Pie's Slices can change due to market conditions. For example, if the market price of a financial instrument that represents a particular Slice rises, its Weight in the Pie will also rise. You have the option to manually rebalance your Pie if the latter occurs. Rebalancing will bring your Pie back to your set Weight target.

3.9. If you decide to use the above-mentioned option, you will see an overview of the buy and sell orders that have to be made in order to rebalance the Pie and bring it back to the targeted Weight. As you agree with the rebalance, you will be giving a number of buy and sell orders to the Trading Platform to be executed. As market prices can be volatile certain adjustments in the execution might occur to achieve the required result. Each of the rebalancing transactions might have tax implications, for which you are solely responsible. The Feature does not support limit orders or stop orders.

3.10. You can invest or extract funds from the Pie as you wish at any point in time. When investing, you can only add from the available funds within the account. When investing or extracting funds, you can choose between 3 options of how the funds are to be distributed:

- a. **Self-balance:** you would invest/extract the funds, and buy/sell orders will be made so that the Pie is rebalanced. If the invested funds are insufficient for complete rebalance, only partial adjustment will be done to bring the Pie closer to the target Weight.
- b. **Target:** the funds will be distributed with the targeted Weight set up by the Pie, regardless of the current state.
- c. **Custom:** you would specify the exact distribution of funds.

## 4. AutoInvest.

4.1. AutoInvest allows you to set up recurring deposits for each Pie. AutoInvest would allocate the deposited funds automatically in proportion to the targeted Weight of each Slice. By

turning on the AutoInvest functionality for a Pie, you agree, understand, and you give specific instructions for a buy order to be made in accordance with your previously set Weight target every time a deposit is funded to the Pie. Any surplus cash after buy orders have been executed will remain as a credit in your account.

4.2. Trading 212 will only execute a buy order if you have sufficient deposit funded to the Pie to satisfy the cost of each order and any related charge.

4.3. In the event that you set up your payment card as the recurring deposit method, you duly authorise our acquiring bank to store and use your cardholder data on our behalf in respect of every subsequent recurring deposit transaction until the recurring payment is terminated by you.

## **5. Cancellation.**

You have the option to cancel the Feature and/or the AutoInvest functionality on the Trading Platform at any time. We reserve the right to suspend or terminate the Feature at any time. When exercising this right, we will ensure you are provided with at least a 30-day prior written notice before such suspension or termination takes place.

## **6. Investment decision.**

6.1. You expressly declare that you do not expect Trading 212, a Pie creator or a third-party Model Pie Data provider to propose or in any way recommend transactions in order to serve specific investment objectives. You acknowledge that the decisions made under these arrangements and the types of financial instruments that may be included as Slices in your Pie are your own responsibility. The types of transactions that may be carried out in such

financial instruments, including any limits, if applicable, are defined, managed and determined by you.

6.2. The Feature is addressed to investors who have decided beforehand to carry out transactions in financial instruments and, thus, have profit-making investment objectives. You are at all times solely responsible for establishing 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 meet any profit-making objective.

6.3. You hereby acknowledge that at any time, at your sole discretion, you can stop, pause, restrict and/or limit any execution of pending orders performed by you via the Feature. We shall not assess the appropriateness of the Feature for you by reference to your knowledge, experience and understanding of the risks involved.

6.4. Although the Feature has been integrated with Trading 212 so that Pie orders are executed immediately, deviations may occur due to the following:

- a. In case of delay between the order and the execution price, which is attributable to the structure and function of the market;
- b. The time period, even if very short, between the moment a signal is received from the system and the moment of the transmission for the execution of your order by Trading 212;
- c. The special events occurring in the market, such as a steep price fluctuation (for example, in the case of a news announcement), a great volume of transactions waiting to be executed by Trading 212 or by the liquidity provider(s) of Trading 212; and
- d. On occasions where the funding of the Pie cannot be processed or is delayed, the execution might not be completed or can be delayed.

6.5. Trading 212 does not offer or give investment advice, any other form of recommendation, or any type of investment management services. All transactions within the Pie (regardless of whether they are manual or through AutoInvest), including Pie Copying and selecting a Model Pie, are set up by you with respect to the parameters configured within the Pie. The opening of such transactions shall not require any prior consultation, consent or approval.

## 7. Pie Copying and Model Pies.

7.1. Pie Copying is a tool limited to pre-filling financial instruments and their Weight during the creation of a Pie based on another Pie creator's preferences.

7.2. Model Pies are similar to Pie Copying, as you can pick a ready-made investment portfolio. However, unlike Pie Copying, Model Pies are not based on another Pie creator's preferences but instead, generated based on Model Pies Data. Model Pies are not personalised and they do not constitute investment advice, portfolio management (nor copy trading) or investment research, as you are solely responsible for all investment decisions.

7.3. No Pies will be created based on any personal or other criteria. You retain full control and responsibility over the process and can change any pre-filled data. Pies are not displayed or filtered in accordance with information inputted by Trading 212's clients, and clients are required to self-select any Pies.

7.4. Pie Copying and Model Pies only set up the initial state of the Pie and will not reflect any subsequent changes to the respective Pie. We will notify you whenever a Pie that you've copied or selected has been updated or reshuffled. You may then review and either apply or skip the update.



7.5. You acknowledge that you are using this tool at your own discretion, and Trading 212 cannot be held responsible for any losses arising from:

- a. actions taken by Trading 212 in order to carry out your instructions;
- b. decisions or actions taken by another Pie creator, whose Pie you have chosen to copy; and/or
- c. specific investment decisions or actions taken or omitted in good faith by any copied Pie.

7.6. The Pie Copying and Model Pies tools do not amount to any form of discretionary investment management. Trading 212 does not provide personalised investment recommendations, investment advice, tax-related advice or other financial-related advice of any kind. Any explanation or information which we give to you as part of Pie Copying and Model Pies or about the performance of a Pie is not intended to be and should not be considered as advice. This information is provided to you solely for informational purposes.

7.7. Trading 212 cannot provide any guarantee as to the performance of any Pie or any Slices of a Pie. Past performance and any information with respect to Pies are not indicative of future performance. Trading 212 does not represent or guarantee that you will achieve profits or losses similar to those shown on the Pie that you are copying.

## **8. Other Provisions.**

8.1. The Feature may be temporarily unavailable from time to time for maintenance or other reasons.

8.2. You understand that any deposits to or withdrawals from a Pie may trigger buy or sell transactions, as well as impact the performance of a Pie.

8.3. Trading 212 reserves the right to change the design and functionality of the Feature. Any changes to the functionality of the Feature will be performed with 30-day prior written notice.

8.4. Trading 212 reserves the right to amend these Terms at any time with a 30-day prior written notice. We will notify you about any changes to the Terms by updating the Terms, and we recommend that You regularly check for any such updates.

## 9. Limitation of Liability.

9.1. Your access to and use of the Feature is done at your own risk and responsibility. No information, whether oral or written, obtained from us through the Feature will create any warranty or representation if not expressly stated in these Terms.

9.2. The Feature disclaims all representation and warranties of profitability, achieving financial results, title, merchantability or similar. The Feature cannot guarantee any specific results from its use.

9.3. Trading 212 does not warrant that the Feature will meet your needs or that they will be uninterrupted, timely, secure or error-free. Trading 212 also makes no warranty that the results obtained from the use of the Feature will be accurate or reliable or that the quality of any products, services, information, or other material purchased or obtained by you through the Trading 212 Platform will meet your expectations.

9.4. You hold full responsibility for the operation of a Pie, starting with setting it up, making amendments, deleting it, depositing and withdrawing funds from it. Trading 212 cannot be held liable for any of those actions and is merely providing the tools for you to invest.

9.5. Trading 212 is not responsible for any user-generated content (i.e. texts, images, links to external websites, shared investment Pies and others) shared on our Website or Social Functionality. Any information shared in our Social Functionality should not be considered investment advice and should be treated with caution and verified with other sources.