10-15 Queen Street, London, EC4N 1TX

# **ISA Terms**

### 1. General information.

- 1.1. These Individual Savings Account Terms ("ISA Terms") contain additional terms and conditions to the <u>Invest Terms</u> of Trading 212 UK Limited ("Trading 212", "we", "us" or "our") that will apply to you if you subscribe for either or both accounts listed below (together referred to as "ISA account"):
  - a. Stocks and Shares ISA ("Stocks ISA"); and
  - b. Cash ISA ("Cash ISA").
- 1.2. The provisions of the <u>Invest Terms</u> shall be applied to the following ISA Terms. In case of any inconsistencies, these ISA Terms shall take precedence over the <u>Invest Terms</u>.
- 1.3. The Stocks ISA and Cash ISA are two separate savings accounts in the UK. Each of these shall have the meaning under applicable laws, including the Individual Savings Account Regulations 1998, as amended or replaced ("ISA Regulations"). The ISA Regulations restrict the type and size of investments that you can hold in any ISA account. Please note that this means that certain limitations apply and that not all financial instruments available on our Trading Platform will be available for you to trade on your Stocks ISA. However, you will be able to benefit from the preferential tax treatment offered by HM Revenue & Customs ("HMRC") to such ISA accounts under the ISA Regulations.
- 1.4. You can only subscribe to your own (named) Stocks ISA and/or Cash ISA, and all subscriptions must be made in your own name to the relevant account. You will always remain the beneficial owner of your investments and deposits that are held by us.



1.5. You must not use the investments and/or Available Cash in your Stocks ISA and/or Available Cash in your Cash ISA as security for a loan except to the extent permitted by the ISA Regulations.

1.6. You authorise us to disclose to HMRC all such information as required by law. We will notify you by email if your Stocks ISA and/or Cash ISA becomes void due to any failure to satisfy the provisions of the ISA Regulations.

## 2. Important information.

- 2.1. You are subscribing to a Stocks ISA and/or a Cash ISA for the current tax year. Additionally, you will be able to subscribe to a Stocks ISA and/or Cash ISA for every subsequent tax year by depositing further amounts in that tax year.
- 2.2. To subscribe for an ISA account, you must be a UK resident aged 18 or over. If you move abroad, you will not be able to subscribe for an ISA account after the tax year you relocated unless you are a Crown employee working overseas or their spouse/civil partner or until you become a UK resident again.
- 2.3. Every tax year the total value of contributions to be invested in your ISA account is up to twenty thousand (20,000) GBP (the "ISA Allowance Limit"). The allowance can be split between your Stocks ISA and Cash ISA, as well as with ISA accounts held across other ISA providers. It is your responsibility to ensure that you comply with the specified limits in the ISA Regulations and that all eligible ISA subscriptions in a given tax year do not cumulatively exceed the ISA Allowance Limit.
- 2.4. All contributions made to your ISA account within each new tax year will be allocated first to your pre-selected ISA account until the maximum subscription or your own pre-set limit is reached for that year. Once the maximum subscription or your own pre-set limit is reached, future contributions will be allocated to your Invest Account (also called a general investment account, GIA).
- 2.5. Tax benefits of your ISA Account are dependent on your personal circumstances and are subject to change.



- 2.6. Any applicable charges (as specified on the <u>Terms & Fees page</u> on our Website) collected by us from your ISA account may reduce the tax benefits available to you.
- 2.7. These ISA Terms will commence on the day we have both a valid application form (your acceptance of the ISA Terms), and receipt of your first subscription or, where you are transferring to us from another ISA manager, on the day we have both a valid transfer application form and receipt of the proceeds of transfer from your previous ISA manager.
- 2.8. We reserve the right to ask you to move your ISA account to another provider within thirty (30) days if we reasonably believe that you may have broken any of the terms of these ISA Terms or the Invest Terms. During this time, a Sell-only Limitation will be placed on your ISA account. For Cash ISAs, we will pay you any unpaid interest that has accrued on the date of transfer in accordance with these ISA Terms.
- 2.9. The Investments within your Stocks ISA shall not be subject to our Share Lending Programme.
- 2.10. Certain risks may apply, please consult our Disclosure Notice when making financial decisions.
- 2.11. Investments and deposits into an ISA account may be by bank transfer, debit card, our promotions, or Investment Transfers of stocks and shares and/or cash from an existing Portfolio held with us or another ISA manager (subject to the ISA Regulations, "HMRC's ISA transfer rules").

### 3. Transfers.

- 3.1. You may be able to request an Investment Transfer to your Stocks ISA from another ISA manager, subject to HMRC's ISA transfer rules and the <u>Invest Terms</u>. Such Investment Transfers can be made partially or in full with respect to the current tax year and previous tax years. Such Investment Transfers may be Investments and/or Available Cash.
- 3.2. You may be able to request an Investment Transfer from your Stocks ISA to another ISA



manager, subject to HMRC's ISA transfer rules and the <u>Invest Terms</u>. Where such Investment Transfers involve Investments (i.e. stocks and shares), the Investment Transfers will always be in full. Where such Investment Transfers are in cash, the Investment Transfer may be partial for both the previous and the current tax year. Some Investments may not be transferable, please refer to the <u>Invest Terms</u>. Please note that where you hold Fractional shares in your Stocks ISA, and you request a full Investment Transfer of your Stocks ISA, you are instructing us to place an order to sell all fractional shares in your Stocks ISA on your behalf as of the date of the approval of your request and include the proceeds in the Investment Transfer.

- 3.3. You may be able to request a cash transfer from/to your Cash ISA to/from another ISA provider or your Invest Account, subject to HMRC's ISA transfer rules and the <u>Invest Terms</u>. Such transfers may be in full or partial for both the previous and the current tax year.
- 3.4. You can make cash transfers from your Stocks ISA to your Cash ISA and vice versa.
- 3.5. We will do our best to process any request for Investment Transfers promptly and normally within the thirty (30) day maximum period stipulated by HMRC. Circumstances beyond our control may affect the processing time.
- 3.6. You are only allowed to deposit up to the maximum ISA Allowance Limit in a tax year. Nevertheless, effective from April 6, 2024, our Stocks ISA and Cash ISA are both flexible ISA accounts, as defined by HMRC. This means that any money you pay in will count towards your ISA subscriptions for the current tax year and on a best efforts basis, we will offset any subsequent withdrawals against deposits when calculating the subscription limits. However, bear in mind that you remain responsible for your tax obligations, not exceeding the ISA Allowance Limit, this includes where you subscribe to ISA accounts with other providers.
- 3.7. We reserve the right to immediately place a Sell-only Limitation when transferring an ISA to facilitate the transfer in an orderly manner.



## 4. Rights and Obligations.

- 4.1. We shall, on a best efforts basis, ensure that the annual reports and accounts of companies and other entities in which you have eligible Investments are available on the Trading Platform. If any such report or accounts are not available, please notify us and we shall request it on a best efforts basis from the relevant company.
- 4.2. Upon your request, we will arrange for you, on a best efforts basis, to attend meetings of investors in companies and other entities in which you have eligible Investments, to vote and to receive all applicable documents issued to investors in such companies and other entities. You would be able to vote for the quantity of eligible Investments that have been settled as of the record date.
- 4.3. We will ensure that in case we delegate any of our functions and/or responsibilities under these ISA Terms to any person, we will exercise the necessary due diligence to ensure that the person is competent to carry out the delegated functions and/or responsibilities.
- 4.4. If, due to market conditions or the Applicable Law, you become the owner of an ISA non-qualifying Investment (for example, as a result of an Investment being suspended from trading on a regulated market), Trading 212 will notify you and provide you with at least a fourteen (14) day notice period within which to close your ISA non-qualifying Investment. If you do not close your position within that notice period, we may automatically close any open positions in that Investment. The proceeds from the sale will then be transferred to your Stocks ISA balance.
- 4.5. If due to a Corporate Action, you become the owner of ISA non-qualifying investments (as defined by HMRC, for example, warrants, futures or share options), you acknowledge and agree that:
  - a. if you have an Invest Account with us, we will transfer the non-qualifying ISA investments to your Invest Account within thirty (30) days of receiving them; or
  - b. if you do not have an Invest Account, we will close the respective non-qualifying position(s) in your ISA Account at 0 (zero) value within thirty (30) days of receiving them. As a consequence, no trading result will be generated. If you create an Invest



Account after that, you can contact us, and we will exercise our best efforts to transfer the previously closed non-qualifying investments to your new Invest Account.

4.6 Where you hold Fractional Shares (as defined in the Invest Terms), our obligations under Clauses 4.1 and 4.2 above only apply on a best efforts basis due to the nature of Fractional Shares.

### 5. Cash ISA.

- 5.1. Trading 212's Cash ISA is a tax-efficient and flexible savings account which allows you to earn interest on your deposited Available Cash, as described below. You can contribute up to the ISA Allowance Limit into a Cash ISA each tax year, and the interest you earn is tax-exempt, as per the ISA Regulations.
- 5.2. We will hold your Cash ISA cash (which includes all paid interest) in segregated Regular Bank Deposits and Term Deposits with banks, as detailed in our <u>Invest Terms</u>. For the avoidance of doubt, we will not use QMMFs to hold money that you have contributed to your Cash ISA.
- 5.3. There are no minimum balance requirements, and you can withdraw your funds at any time, subject to our <u>Invest Terms</u>.
- 5.4. You can earn (variable) daily interest on your Available Cash held in your Cash ISA, as well as on any accrued interest not yet paid to you, at the rate shown to you on our Trading Platform and the Terms & Fees page on our Website. Interest will be credited to your Cash ISA automatically on the third calendar day of each month. You can see the interest amounts we have paid to you on the Website and in your Statement. The interest rate is subject to change. If we lower the interest rate, 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 without notice.
- 5.5. You will be eligible to receive interest as of the next business day we receive your first deposit or cash transfer in your Cash ISA (and such cash is considered Available Cash), you will not receive any interest as long as your Available Cash balance in your Cash ISA is zero.



If, for whatever reason, you deposit cash above the ISA Allowance Limit per tax year, the excess amount will not be eligible for earning interest.

5.6. We will only pay you interest if the amount is greater than or equal to one (1) penny. If it is less than that, we will retain it and roll it forward until one (1) penny is accumulated and then pay it to your Cash ISA. Until such time, any amount less than one (1) penny will not be held as client money under our <u>Invest Terms</u>.

5.7. Where you have instructed us to close your Cash ISA, we will pay you interest that has accrued up to and including the date of your requested account closure. Any cash balance held in your Cash ISA will stop accruing interest once you have instructed us to close your Cash ISA. Where you have instructed a partial cash withdrawal under your Cash ISA, interest will continue to accrue on any Available Cash still held in your Cash ISA and be paid to you under these ISA Terms (see above about interest rates and payment dates).

5.8. Where we have decided to terminate your Cash ISA before we have paid any accrued interest to you, we will pay you interest that has accrued up to and including the date of termination.

5.9. Certain customers may be offered additional interest rates from time to time under terms and conditions which are separate from these ISA Terms. These additional interest rates will be separate from the interest rate described in Clause 5.4.

The ISA Terms relevant before 09.12.2024 can be found here.