

# Introductory Services Agreement

For your own benefit and protection, you should read this Introductory Service Agreement and all other documentation supplied to you carefully.

The main purpose of this document is to address the consequences of Brexit, while Trading 212 continues to offer you the safety of EU regulations and the benefits of trading with a UK regulated investment firm.

This agreement supplements and governs the correlation between you and two Trading 212 companies - the Introducing Broker (as defined below) and the Execution Broker when providing you with the introductory services described herein (the “Services”).

If you already have been a client to Trading 212 UK, then the only additional agreement in relation to your contractual relationship with us would be this Introductory Service Agreement (“ISA”).

## 1. Introduction.

1.1. This Introductory Service Agreement is a tripartite agreement between you (“**You**”, the “**client**” or “**you**”), a German resident, Trading 212 UK Limited, acting as an execution broker and Trading 212 limited, acting as an arranger and introducer.

1.2. Trading 212 Ltd. (Trading 212 Bulgaria) is registered in Bulgaria (Register number 201659500). Trading 212 Bulgaria is authorised and regulated by the Financial Supervision Commission (Register number RG-03-0237) (“**Introducing Broker**”).

1.3. Trading 212 UK Ltd. is registered in the United Kingdom (Company number: 08590005) and regulated by the Financial Conduct Authority of the United Kingdom (FRN: 609146) (“**Execution Broker**”).

1.4. Introducing Broker will act as an independent intermediary and would offer its services through the Execution Broker (Trading 212), whereas:

1.4.1. Execution Broker will be responsible and liable for:

- executing all client orders;
- ensuring best execution;
- holding all clients funds and assets;
- responsible for maintaining your FSCS protection and complaint management.

1.4.2. Introducing Broker will be responsible and liable for:

- client identification;
- assessing your appropriateness for the services provided by the Execution Broker;
- the introductory arrangements with the Execution Broker;
- arranging for the opening and maintaining personal client accounts held and administered by the Execution Broker;
- customer relationship management;
- assessing the appropriateness of products offered by the Execution Broker;
- assessing the appropriateness of the institution which will provide the service (the Execution or in some instances of trading with shares Execution Broker’s third party partner);
- monitoring the services subject to the ISA;
- performing due diligence on the service provider.

## 2. Introductory Set-up.

2.1. The Execution Broker shall provide you only with the services, described in article 1.4.1 above. These services shall be governed by the terms and conditions of the ISA and are subject to the complaints policy, provided herein;

2.2 The Legal Documents of the Execution Broker shall apply to all relations which are not covered by the ISA. For the avoidance of any doubt, services provided by the Execution Broker in relation to:

2.2.1. CFD trading shall be governed by Trading 212 UK's Client Agreement;

2.2.2. Shares, fractional shares and Exchange-Traded Funds shall be governed by the Trading 212 UK's Share Dealing Service Terms of Business;

2.3. The Legal Documents of the Execution Broker may also apply *mutatis mutandi* to your relations with the Introducing Broker;

2.4. Unless specifically provided otherwise this ISA shall apply solely to the Services and shall not apply to any other services we may supply to you.

2.5. If at the time of signing this ISA you have had an existing client relationship with the Execution Broker, you understand, agree and confirm that:

2.5.1. you wish to have your existing assets being held and managed by the Execution Broker, by virtue of this ISA;

2.5.2. The Introducing Broker, as a relevant entity, according to AML rules and regulations may rely on the AML / KYC identification checks and audits, performed by the Execution Broker;

2.5.3 Execution Broker is residing with a country, which is not part of the EU and that pursuant to this ISA we may transfer personal data between the Execution Broker and the Introducing Broker;

2.6. Any definitions or terms used in this ISA, which have not been assigned specific meaning herein shall have the same meaning as provided with the Legal Documents of the Execution Broker.

2.7. In case of discrepancies between the ISA and the Legal Documents of the Execution Broker the ISA terms shall prevail.

## 3. EU migration

If this would be in the client's best interest or if we are legally obligated, this agreement would allow for the client (you and your trading account respectively) to be migrated, transferred and/or your arrangements with us to be novated to another EU investment firm within the Trading 212 Group or its German branch, at our sole discretion. Any such action would be taken only with a sufficient prior notification allowing you to consider such transfer and make any alternative arrangements. Any such migration will be to a fully EU authorised investment firm (or its German branch, co-supervised by BaFin), complying with all EU and MiFID II (and/ or in case of a German branch German-specific) laws, allowing for at least the same regulatory protections as the offered by the Introducing Broker.

## 4. Amendment.

4.1. We may change the terms of this Agreement for any of the following reasons, at our sole discretion:

4.1.1. where we reasonably consider that:

4.1.1.1. the change would make the terms easier to understand or fairer to you; or

4.1.1.2. the change would not be to your disadvantage; or

- 4.1.2. to cover the improvement of the Services, the introduction of a new service or the replacement of a Service with a new one; or
- 4.1.3. 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
- 4.1.4. as a result of a requirement under the applicable law and regulation.

## 5. General Provisions.

- 5.1. 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 German. In case of any inconsistencies between different language versions, the English language version shall prevail.
- 5.2. By signing this Agreement, you shall be obliged to notify us promptly of any changes to the information you have provided to us.
- 5.3. 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.
- 5.4. 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.
- 5.5. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provisions so that, as amended, they are legal, valid and enforceable, and, to the greatest extent possible, meet the parties' original commercial intention.
- 5.6. 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, unless explicitly provided herein.
- 5.7. 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.
- 5.8. Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to create a partnership between you and us.
- 5.9. A person who is not a party to this Agreement shall not have any rights under or in connection with it.
- 5.10. This Agreement shall be governed by and construed in accordance with the laws of Bulgaria and shall be subject to the exclusive jurisdiction of the Bulgarian courts.

[Introducing Broker Complaint Policy](#)