Invite a Friend Terms and Conditions

1. Introduction

1.1. These Invite a Friend Terms and Conditions (the "Terms") are in addition to the Invest Terms of Trading 212 that will apply to you if you open your Trading 212 Invest account (the "Account") with Trading 212 AU Pty Ltd (ABN 46 660 342 763) (AFSL No. 541122) (hereinafter referred to as the "Company", "Trading 212", "We", "our" or "us").

1.2. By participating in this Invite a Friend promotional campaign, both You and your Referral agree to the below Terms. You can find more practical information in the FAQ section of our Help Centre. The provisions of the Invest Terms shall be applied in addition to these Terms. In case of any inconsistencies, these Terms shall take precedence over the Invest Terms.

1.3. All words and phrases highlighted and not defined in these Terms shall have the same meaning as defined in our Invest Terms.

2. Definitions

'Campaign' - the current invite-a-friend promotion intended to promote Trading 212's services;

'Referrer' or **'You'** - an existing Trading 212 Invest client to whom a promotional link is issued during the Campaign Period and who shares it with other participants in the Campaign;

'Referral' - an individual who meets the qualifying criteria herein and has submitted their account registration form:

a. By using a Referrer's promotional link, or

b. By applying the Referrer ID on the mobile applications or the web platform immediately after their account opening;

'Referrer' and 'Referral' are collectively referred to as 'the Participants' or separately 'Participant';

'Reward Shares' - each and any of the equity-based financial instruments transferred by Trading 212 to both the Referrer and the Referral and unique to each Participant, as a reward under the Terms, or the monetary value of such equity-based financial instruments where Trading 212 is unable to provide the instruments. The Reward Shares may be less than one share, the value of which may range from a minimum of AUD 8 up to AUD 200 (which will appear in the default currency of the Participant's account). Each Reward Share has a weighted probability. Shares with a higher value will be less common. You can find the value probability of Reward Shares on our Invite a Friend page and in the application and the web platform;

'Trading 212', 'Us', 'We' - Trading 212 AU Pty Ltd (ABN 46 660 342 763) (AFSL No. 541122).

3. About the Campaign

3.1. Any individual abiding by these Terms - whether an active Client or a Prospect Client (i.e. Referral) who resides in Australia, can participate in the present Campaign and earn Reward Shares. Promotional links are distributed to Referrers on a limited basis; therefore, not all active customers will receive a promotional link during the Campaign. For the avoidance of doubt, only existing Trading 212 Invest clients who have received a promotional link shall be considered eligible Participants (Referrers) for the purpose of each separate Campaign.

3.2. In the rare scenario where We experience any difficulties in providing the Participants with an equity-based financial instrument as a Reward Share, We reserve the right to provide the Participants with the monetary value of such an instrument instead. Such value will be booked as cash on the Participant's account with Us. The monetary value shall be determined as of the date on which the reward is distributed.

3.3. The present Campaign shall be active in the following period: 24/09/2024, 00:00 AM AEDT to 05/11/2024, 23:59 PM AEDT (**'the Campaign Period'**). Please note that the promotional links

are active for a single Campaign Period. Therefore, they would be issued at the beginning of a Campaign Period and expire at its end.

3.4. This Campaign is restricted to the first **five (5) Referrals per Referrer** who have successfully converted into active customers eligible to receive Reward Shares. In cases where a Referrer goes beyond this threshold, they may continue sharing their promotional link. However, only Referrals shall be entitled to receive Reward Shares.

4. Steps to undertake

4.1. You and your friend to receive Reward Shares, You must first share your promotional link with your friend. When your friend enters our website via your promotional link, they must register for an account with Us. Once the registration is submitted, we will consider your friend as your Referral. Your friend, now the Referral, must also:

- a. be submitting an Invest account registration form with Trading 212 for the first time;
- b. be successfully onboarded and verified by Us in accordance with our onboarding requirements;
- c. deposit an amount equivalent to or greater than the minimum set out in our Terms and fees (**'Minimum Deposit'**) up to 10 calendar days after submitting the account registration.

4.2. In case the promotional link did not work or your friend registered without using it - it's not too late! As an alternative, your friend may enter your Referrer ID on the application immediately after their account opening and still participate in the Campaign.

4.3. Please note that any Participant who does not cover or partially covers the requirements of the Terms, shall not be eligible to receive any Reward Shares.

5. Reward Allocation

5.1. You shall receive the Reward Shares within 3 (three) business days after the successful completion of the steps described above and all prerequisites have been met. This period may be extended at our sole discretion, subject to technical or other issues. If You have an Invest Account with Us, the Reward Shares will be allocated to the account where a deposit was first made.

5.2. All Participants are free to refuse any Reward Shares within 24 hours from receipt. They can do so by contacting Us at: <u>https://helpcentre.trading212.com/hc/en-us/requests/new</u>.

5.3. Participants can also cancel the Reward Shares at the time of their allocation. Participants shall not be entitled to new Reward Shares for any refused or cancelled ones. In case any Participant cancels the allocation of the Reward Shares unintentionally, they may contact Us to review the case. If We find that the cancellation was indeed unintentional, We shall remediate the situation at our sole discretion.

5.4. All Referrals receive the Reward Shares after they are successfully onboarded with Us and have deposited the Minimum Deposit. The Reward Shares shall be allocated to your Invest Account with us.

5.5. The monetary value of the Reward Shares is subject to a 30-day withdrawal suspension period (withdrawal of the amount will not be possible during this period), which is unique for every separate Reward Share ('**Lock-Up**'). The Lock-Up does not affect in any way any other assets that the Participant may have. In case a Participant has sold the Reward Shares at a loss (for less than it cost at the time of allocation), only the funds acquired from the sale would be subject to the Lock-Up. If a Participant has received a monetary amount for a Reward Share, this amount shall also be subject to the Lock-Up.

6. Disqualification

6.1. Participants are not entitled to receive any Reward Shares (or may have previously awarded ones or their monetary value reclaimed by Us) if a Participant does any of the following, including but not limited to:

- a. violate, manipulate or not abide by any of the Terms or our Invest Terms or any of the applicable Legal Documents;
- b. not logging into their Trading 212 account for three consecutive months at any time after the Reward Shares have been received or sold by the Participant (whichever occurs the latest);
- c. your Referral reverses any of the steps as described above; and
- d. your Referral closes their account and/or withdraws all deposited funds immediately after the Reward Shares have been allocated to them.

6.2. If We believe that You have engaged in any fraud or material abuse or are engaged in any activity that may harm our reputation, We may, at our sole discretion, take any actions We see fit in the circumstances.

7. Miscellaneous

- a. By participating in the Campaign, both the Referrer and the Referral acknowledge and consent to abide by the present Terms.
- b. Participation in the Campaign does not constitute any form of partnership, association or joint venture between the Participants and Trading 212.
- c. We may, at our sole discretion, suspend, terminate or change these Terms without prior notice.
- d. The Terms are published on our website in English. Any translation is a courtesy translation only.
- e. We cannot provide information about another Participant's account or application status due to privacy reasons.
- f. Each Participant is solely responsible for any tax implications of the present Campaign. We take no responsibility for any tax related to the Reward Share.
- g. If, for any reason (e.g. conflict of interest), a Participant is not allowed to own a specific share, the respective Participant is required to inform Us prior to participating in the Campaign.
- h. We will process the Participants' personal data in line with our Privacy Policy, which is available on our website.
- i. To be eligible for participation in the present Campaign, a Participant must comply with these Terms and any other terms that may apply to their Trading 212 account;
- j. This Campaign and its Terms are governed by Australian law, and the courts of New South Wales have exclusive jurisdiction to determine any dispute relating to it;
- k. Trading 212 employees, including their relatives (up to a third-degree) or any other associated persons, are not eligible for the Campaign.