

# Customer Agreement

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## Framework Agreement

Trade Republic Bank GmbH, Brunnenstraße 19-21, 10119 Berlin, registered in the commercial register of the local court Charlottenburg, registration number HRB 244347 B (hereinafter "**Trade Republic**") and the customer (hereinafter each a "**Party**" and collectively the "**Parties**") enter into this Framework Agreement (hereinafter "**Framework Agreement**"). The Framework Agreement forms the legal basis for the entire business relationship with the customer (hereinafter "**Customer**"). Trade Republic's Customers can only be consumers within the meaning of Section 13 of the German Civil Code (hereinafter "**BGB**"). The Customer may only use the services of Trade Republic for its own, non-commercial purposes and not in the context of a self-employed activity. Appendices to this Framework Agreement are integral components of this Framework Agreement (hereinafter each individually referred to as an "**Appendix**" and jointly as "**Appendices**") insofar as applicable to the Customer. All services offered by Trade Republic are made available in the application (hereinafter uniformly referred to as the "**Application**"), where the Customer can select the desired services. Special terms and conditions for individual services apply as soon as the Customer requests or uses the corresponding service via the Application. All services are provided on the basis of freedom to provide services regime (cross-border) by Trade Republic subject to the following two paragraphs of this Preamble.

Appendix 11 governs the Country Conditions Netherlands for activities and services listed in Section A. II. of Appendix 11 being carried out by Trade Republic Bank GmbH through its Dutch branch, named Trade Republic Bank GmbH, Branch Netherlands (hereinafter "**Branch Netherlands**") on the basis of the freedom of establishment regime. The Branch Netherlands is always acting in representation of Trade Republic Bank GmbH in the course of its business activities. Subject to Section A. II. of Appendix 11, the following activities and services are carried out by Trade Republic Bank GmbH through the Branch Netherlands, operating under the supervision of De Nederlandsche Bank (DNB):

- the exercise of safekeeping and administration of financial instruments on behalf of Customers with a Custody Account at the Branch Netherlands;
- the deposit taking with a Dutch IBAN account.

Appendix 11 (Country Conditions Netherlands) shall only apply to a person who have successfully completed the onboarding process and/or the migration process within the Trade Republic Application to benefit from the Dutch product offering such as a Dutch IBAN (hereinafter the "**Migration Process**"). The Migration Process results in the issuance of a Dutch IBAN and, where applicable, a new custody account number and the application of the tax reporting obligations under *Wet inkomstenbelasting 2001* (hereinafter "**Income Tax Act 2001**") and associated laws and regulations (including *Algemene wet inzake rijksbelastingen* and *Uitvoeringsbesluit inkomstenbelasting 2001*). Customers who do not complete the Migration Process and do not fulfil the related requirements (e.g. provision of a Tax Identification Number (TIN)) will remain subject to the terms and conditions of the Framework Agreement without the application of Appendix 11 (hereinafter "**Existing Customers**"). Existing Customers will not be entitled to access or benefit from any of the services or terms provided under the Country Conditions Netherlands (Appendix 11) until the Migration Process initiated by Trade Republic has been successfully completed by the Existing Customers. For the avoidance of doubt, in particular, the tax-related provision set out in Section VII. 6. of this Framework Agreement or Section 2.13 (customer agreement version 06.02) or any corresponding clause in the previously accepted version of the framework agreement shall continue to apply to the Existing Customers while certain tax reporting obligations under the Income Tax Act 2001 and associated laws and regulations do not apply to Customers who have not successfully completed the Migration Process.

### I. Scope of this Framework Agreement

This Framework Agreement, including the Appendices, governs the entire business relationship between the Customer and Trade Republic, provided the services are offered through the Application and used by the Customer. The included Appendices and Special Terms and Conditions may contain deviations from or additions to this Framework Agreement in specific cases. In the event of conflict between provisions, the Special Terms and Conditions shall take precedence over the terms of this Framework Agreement.

### II. Scope of Service

1. Trade Republic aims to enable private investors to build up their personal wealth and provide for their retirement through secure, simple and commission-free access to the capital markets. Trade Republic's core business activities therefore are investment services. All services offered by Trade Republic aim to offer and execute investment services. Banking services, such as the account managed for the Customer do not follow an isolated purpose. They are not mere payment transaction accounts, but also serve as clearing accounts for investment services. Each payment service linked to the account has the purpose of offering and carrying out investment services, so that under no circumstances can a payment account be opened without a Trade Republic custody account (hereinafter "**Custody Account**").
2. Trade Republic offers Customers residing in the countries where it operates, in particular, the following services: management of a Custody Account and trading in financial instruments, management of an account, execution of payment transactions (transfers and basic direct debits), issue of a debit card.

3. The Customer agrees that Trade Republic may begin providing services immediately after the conclusion of the Framework Agreement and thus before the end of the withdrawal period. In the event of revocation, the Customer is obliged to compensate Trade Republic for the value of the services provided up to the time of revocation.
4. The Customer is entitled to use payment service providers that provide payment initiation services and/or account information services within the meaning of Section 1 (33) and (34) of the German Payment Services Supervision Act (*Zahlungsdiensteaufsichtsgesetz* - hereinafter "**ZAG**"). In addition, the Customer may use carefully selected other third-party services.

### **III. Use of Application via a supported device**

#### **1. Transaction processing via the terminal device; pairing of the mobile device**

- 1.1. The prerequisite for entering into a business relationship with Trade Republic and using the services offered is the installation of the Application on a supported mobile or stationary device (hereinafter uniformly referred to as "**Terminal Device**") by the Customer. The Terminal Device with the current operating system must be equipped with a mobile phone connection and internet access. The Terminal Devices and operating systems supported by the Trade Republic Application can be found on the Trade Republic Website. If Trade Republic discontinues support for certain Terminal Devices or operating systems, Trade Republic will inform the Customer via a message in the electronic mailbox (hereinafter "**Mailbox (Timeline)**") (Section IV. of this Framework Agreement) or via the Application, at least two months prior to the end of support.
- 1.2. In order to use all services offered by Trade Republic, the Customer must install the latest software version of the Application onto the Terminal Device. This must be obtained directly from Trade Republic or from a provider designated by Trade Republic only.

The services offered by Trade Republic can only be used via this Application on the Customer's Device authorised by Trade Republic - as well as other access channels provided by Trade Republic in the course of its regular business operations.

In the event of a malfunction or failure of the Application, the Customer can use the stationary Terminal Device to carry out transactions, which may be necessary if the Customers wishes to make time-critical transactions.

- 1.3. Any use of the features and services provided by Trade Republic through access paths, programs and/or other interfaces not provided by Trade Republic outside of the Application is prohibited. In case of violation of this prohibition, Trade Republic reserves the right of extraordinary termination according to Section XX of this Framework Agreement. This does not apply to third-party service providers who access information or services on behalf of the Customer via a dedicated interface provided by Trade Republic.
- 1.4. The Customer's mobile phone number is linked to the user account (hereinafter "**User Account**") via the Terminal Device used by the Customer when opening the account and Custody Account. In this way, Trade Republic ensures that the User Account can only be accessed via the Mobile Device validated via the mobile number. Since the mobile Device is used as a personal authentication device (Section III. 2 of this Framework Agreement), only one mobile Device can be linked to the User Account and Custody Account at a time.
- 1.5. Trade Republic also verifies the email address provided by the Customer in the Application when entering into a business relationship with Trade Republic or in the event of a subsequent change of email address. This ensures that Trade Republic can reach the Customer at any time via an electronic communication channel outside the Application. The Customer is obligated to enter only one email address in the Application, to which the Customer has exclusive and - due to the continuous information by Trade Republic to the Customer in the course of the business relationship - regular access. The Customer must also regularly check the email account belonging to the email address for messages from Trade Republic. The Customer is obligated to use the email account registered with Trade Republic for correspondence with Trade Republic. Trade Republic is not obliged to accept and process messages sent via other email addresses.
- 1.6. The Customer shall without undue delay (*ohne schuldhaftes Zögern*) enter a new email address in the Application in case the Customer should no longer have regular access to the registered email address. In the event that the Customer grants third parties access to its email account, it shall instruct these third parties not to delete or otherwise remove any emails from Trade Republic without the Customer's knowledge.
- 1.7. Trade Republic takes extensive precautions regarding the stability of mobile order placement via the Application. However, it cannot be ruled out that, despite these precautions, disruptions may occur when placing orders. Disruptions on the part of the Customer are conceivable, for example if the Customer's Terminal Device is lost, cannot be found, or the Terminal Device's internet connection is not stable. As a result, there is a fundamental risk of delayed execution of Customer orders and - associated with this - of adverse price changes.

#### **2. Access to the User Account (log-in), elements of authentication (Credentials)**

- 2.1. Trade Republic pairs only one mobile Device with the User Account at a time. To log in t via a stationary device, the paired Mobile Device is also required. If a new Mobile Device is used, it must first be linked to the User Account through the procedure specified by Trade Republic at that time. When linking a new Device, there may

be delays due to additional or renewed identification measures designed to protect against unauthorised access. This may include, among other things, a temporary block of the User Account or individual functions of the Application, or the temporary inability to change to personal data, such as the email address. It is currently not possible to use the Application on two mobile Devices simultaneously for the same User Account.

- 2.2. Access to the User Account is provided via the current access and authentication procedure available within the Application.
- 2.3. Authentication refers to the procedure separately agreed with Trade Republic by means of which Trade Republic can verify:
  - the identity of the Customer,
  - the authorised use of a specific payment instrument as a personalised instrument or procedure used to place a payment order (e.g. a debit card) or
  - the authorised use of the Customer's personalised security features, which serve the purpose of authentication.
- 2.4. To carry out the authentication, certain authentication elements are agreed with the Customer (hereinafter "**Credential(s)**"). Using one or more of these Credentials, the Customer can identify themselves to Trade Republic as the authorised user, gain access to the User Account, and execute transactions.
- 2.5. Credentials include:
  - Knowledge elements, something that only the Customer knows (e.g. the personal identification number (hereinafter "**PIN**");
  - Possession elements, something that only the Customer possesses (e.g. the mobile Device or debit card);
  - Inherence elements, something that is only inherent in the Customer as a human being (inherence, e.g. the fingerprint as a biometric feature).
- 2.6. The Customer is granted access to the User Account if they can authenticate themselves to Trade Republic and access is not blocked (see Section III. 6 of this Framework Agreement).
- 2.7. Trade Republic reserves the right, within reasonable limits, to implement other security procedures for accessing the User Account at any time. The Customer will be informed of any such changes in due time via a message in the Mailbox (Timeline) or via the Application.

### **3. Orders**

- 3.1. The Special Terms and Conditions for each service govern the details concerning order placement, revocation, and processing by Trade Republic. .
- 3.2. For an order to be valid, the Customer must provide their consent (hereinafter "**Authorisation**"). Upon request, the Customer must use one or more Credentials for this purpose. The Customer must also be authorised to use the respective service.
- 3.3. Trade Republic and the Customer agree that payment transactions are only possible within the transaction limit (Verfügungsrahmen; hereinafter "**Limit**") which is displayed in the Application. Prior to each payment transaction (e.g. transfer or debit card payment), the system checks whether the Limit for the respective service has already been used up by previous payment transactions of the same type. Payment transactions that would exceed the Limit for the respective service will be declined, regardless of the account's current balance. The Customer may only use the Limit of the respective service within the available credit balance on the account. The Customer may agree with Trade Republic on a change of the Limit in the Application.
- 3.4. Before executing an order, Trade Republic checks, among other things, whether the Customer has sufficient credit balance. In this context, all pending, unsettled transactions in financial instruments and transactions resulting from the use of the Trade Republic debit card are treated as liabilities. Accordingly, the Customer may only dispose of the portion of their credit balance that is not blocked by such pending transactions. .
- 3.5. The Customer receives a confirmation in the Application once the order has been received by Trade Republic in the Application.

### **4. Duties of cooperation and care in connection with the Security of User Account**

- 4.1. The Customer must take all reasonable precautions to protect their Credentials from unauthorised access and, if they are embodied, to store them securely. Otherwise, there is a risk that the User Account and thus the account or debit card may be misused or used without authorisation. In particular, the Credentials must not be stored outside the Application, e.g. on the mobile Device, or kept together with it. When entering the Credentials, the Customer must ensure that they are not revealed to or spied on by third parties. The Customer must follow the security instructions available in the Application and/or on the Trade Republic website.
- 4.2. When using biometric features, the Customer must ensure that only its own features (e.g. fingerprints, facial scan) are entered and that only the Customer knows the security-relevant code for changing the system

settings. Any other person in possession of the Credentials can misuse the User Account and thus also the account and any debit card.

- 4.3. To protect the individual Credentials, the Customer must in particular ensure the following:
- a. Knowledge elements, such as the password, the unlock code of the Terminal Device or the PIN of the debit card must be kept secret and the Customer must act with due care and diligence that a third party gain knowledge of them. In particular, knowledge elements may:
    - not be passed on in text form (for example, by e-mail or messenger service) outside of the Application;
    - not be communicated verbally (for example, by telephone or in person);
    - not be stored electronically in an unsecured manner (for example, storage of the online password in plain text in the Terminal Device);
    - not be written down on a device or kept as a transcript together with a device that serves as a possession element (for example, Terminal Device).
  - b. Possession elements, such as the Terminal Device or a debit card, shall be protected against misuse, in particular:
    - it must be ensured that other unauthorised persons cannot access and use the Application; the Terminal Device should be secured with a code or with biometric features.
    - the Application on the Terminal Device must be deactivated before the Customer relinquishes ownership of the Terminal Device (e.g., by selling or disposing of the mobile phone),
    - proof of possession should not be provided outside of online payment transactions orally (e.g., by telephone) or in text form (e.g. by e-mail, messenger service).
    - The Customer who has received a code from Trade Republic to activate the possession elements (e.g. the Terminal Device, the debit card) must keep them safe from unauthorised access by other persons and must not share it with unauthorised third parties, otherwise there is a risk, for example, that third parties may activate the debit card in a third-party wallet or activate an Terminal Device as a possession element to access to the Customer's User Account.
  - c. Elements of being, such as the Customer's fingerprint, Existence elements, such as the Customer's fingerprint, for example, may only be used as credentials on a Customer's end device if no other person's elements of being are stored on the Terminal Device. If other people's existence elements are stored on the Terminal Device, the knowledge element issued by Trade Republic or specified by the Customer (e.g. password, PIN) must be used for the usage of the Application and not the element of being stored on the Terminal Device.
- 4.4. Requests outside the original access channels provided by Trade Republic, in which confidential data such as the password or PIN is asked, shall not be answered. If, for example, the Customer receives a request by electronic message (e.g. by e-mail) in which he is asked to establish a link to the (supposed) Trade Republic Application sent with this message and to enter his personal access data via this link, the Customer must not follow this request. The use of payment initiation services or account information services remains unaffected by this (Section II. 4. of this Framework Agreement).
- 4.5. The Customer must ensure that the operating system of the Terminal Device is always equipped with the latest (security) update.
- 4.6. In addition to the obligations mentioned in this Section, special terms and conditions may contain further, product-specific obligations of care that must be observed by the Customer, such as the safe storage of the debit card in accordance with Section D. Clause II. 6. of the Special Terms and Conditions for Payment Services (Appendix 9).
- 4.7. Irrespective of the obligations under Section III. 4.3. of this Framework Agreement, the Customer may use their Credentials when interacting with a payment initiation service, an account information service or any other third-party service of their choice. The Customer must exercise due diligence in selecting other third-party services.

**5. Information and notification requirements**

- 5.1. Trade Republic must be notified without undue delay via the channels provided in the Application and on the website (hereinafter referred to as "**Blocking Notification**"), if the Customer discovers the loss, theft, misuse or any other unauthorised use of:
- a. the Terminal Device,
  - b. the PIN of the Terminal Device,
  - c. the User Account,
  - d. a payment instrument (e.g. debit card) or
  - e. a Credential

and thus the loss of access to the Application or the risk of unauthorised third parties usage may occur.

These obligations also apply to the Customer, if the Customer suspects one of the aforementioned cases.

- 5.2. Customers must follow the process provided by Trade Republic to restore access to the User Account or payment instrument (e.g. debit card). Trade Republic provides information about this on the website.
- 5.3. The Customer must also report any theft or misuse immediately to the police and provide evidence of this to Trade Republic if requested.

**6. Blocking of access**

- 6.1. Upon Customer's request, especially in the event of a blocking notification in accordance with Section III. 5. of this Framework Agreement, Trade Republic blocks access to the User Account and/or the Customer's Credentials.
- 6.2. Trade Republic is entitled to block a payment instrument (e.g. the debit card), the access to the User Account in whole or in part or the Credentials, if
  - a. this is justified by factual reasons related to the security of the services provided by Trade Republic and/or the Credentials.
  - b. Trade Republic is entitled to terminate the Framework Agreement or individual business relationships for good cause or
  - c. There is suspicion or fear of unauthorised or fraudulent use of a Credential.
- 6.3. The suspicion of an unauthorised or fraudulent use of Credentials exists in particular if there are repeated failed attempts to log in to the Application, the check within the access and authentication procedure is repeatedly unsuccessful, or the Application reports that it is not running on an operating system permitted by the manufacturer (e.g., by jailbreak).
- 6.4. Trade Republic will notify the Customer of the block if possible beforehand, in any case without undue delay (*ohne schuldhaftes Zögern*) afterwards. Trade Republic is not required to disclose reasons, if doing so would violate legal obligations.
- 6.5. Trade Republic will unblock the access or exchange the affected Credentials or replace the payment instrument (e.g. debit card) if the reasons for the block no longer apply. The Customer may need to request a new debit card in the Application. Trade Republic will notify the Customer of this without undue delay.

**IV. Mailbox (Timeline) and retrieval in the Application (Self-Service)**

**1. Provision of documents**

- 1.1. Trade Republic provides the Customer with all documents, unless otherwise agreed or required by law, in the Customer's Mailbox (Timeline) or available in the Application. The relevant communication between Trade Republic and the Customer is stored historically in this Mailbox (Timeline), unless the documents have been sent by email or provided via another durable medium (see Section IV. 2. of this Framework Agreement).
- 1.2. If a document is not made available for the Customer to access in the Application, but instead is posted in the Mailbox (Timeline), Trade Republic will inform the Customer thereof by push notification in the Application or by email as soon as Trade Republic has posted the document in the Mailbox (Timeline).
- 1.3. The parties agree that receipt of documents takes place by placing them in the Mailbox (Timeline) or by using the Application for retrieval by the Customer. The parties further agree that the documents shall be deemed to have been received no later than on the business day following the day on which the document was placed in the Mailbox (Timeline) or made available in the Application, if the Customer was notified of the placement via push notification of the Application or via email. An email is deemed to have been received when it's been sent and reached the Customers Mailbox (Timeline).

**2. Information per durable medium**

- 2.1. Where documents are required by law to be sent to a durable data medium, Trade Republic will provide such documents to the Customer in the form of a Portable Document Format (.pdf) in the Application, unless another form is mandatorily required by law. These documents can be accessed in the Mailbox (Timeline), in the Application or via email. The Customer may download the documents on its Terminal Device. Trade Republic reserves the right to use a different durable medium. The Customer agrees to the provision of documents on an electronic durable medium.
- 2.2. The provision of key information documents in accordance with Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) is generally provided for in paper form. Accordingly, the key information documents would have to be sent in paper form before the order is placed. This contradicts the business model of an online broker. Therefore, the aforementioned consent pursuant to Section 1.2. of this Framework Agreement also relates to the provision of key information documents.

**3. Exception: Paper transmission**

Trade Republic is entitled, but not obliged, to arrange for documents to be sent to the Customer by mail at the Customer's expense if the Customer fails to comply with its obligation and Trade Republic is legally obliged to do so. The costs incurred can be found in the Application and/or the pricing scheme (*Preisübersicht*).

**4. Storage**

In the Mailbox (Timeline) and via the Application documents are generally made available to the Customer for five years. The Customer will be notified by Trade Republic, at its sole discretion, via push notification in the Application or via email of the date of automatic deletion.

**V. Periodic balance statement (*Rechnungsabschluss*) for current accounts**

1. Trade Republic issues a periodic balance statement for a current account at the end of each calendar quarter, unless otherwise agreed; in doing so, mutual claims arising during this period (including interest and charges) are offset.
2. The Customer must raise any objections due to incorrectness or incompleteness of a periodic balance statement within six weeks of its receipt; if the objections are raised in text form, it is sufficient to send these within the six-weeks period in order to meet the time limit. Failure to make timely objections will be deemed as approval. Trade Republic will specifically point out this consequence when issuing the periodic balance statement. The Customer may request a correction to the periodic balance statement after the time limit, however must then prove that their account was wrongly debited or that a credit to which they were entitled was not issued.
3. In the event of a negative balance, Trade Republic has the right to sell financial instruments in the amount of the negative balance without prior notice.

**VI. Reversals and booking correction (*Berichtigungsbuchung*)**

**1. Before balance statement**

Trade Republic may reserve incorrect credit entries on current accounts (e.g. due to an incorrect account number) by means of a corresponding entry until the next periodic balance statement, insofar as Trade Republic is entitled to a repayment claim against the Customer (so-called reversal); in this case, the Customer can not object the debit entry by claiming it has already disposed over the amount of (incorrect) credit entry.

**2. Before balance statement**

If Trade Republic establishes an incorrect credit entry only after sending the balance statement and Trade Republic is entitled to a repayment claim against the Customer, Trade Republic shall debit the respective account in the amount of its claim (so-called correction) and make a correction entry in the account. If the Customer raises objections against the correction, Trade Republic shall credit the amount back to the account and assert its repayment claim separately against the Customer.

**3. Customer information; Calculation of Interest**

Trade Republic will inform the Customer immediately of any reversal or correction bookings. With regard to the calculation of interest, Trade Republic will make the bookings retroactively to the day on which the incorrect booking was made.

**VII. Customer funds; Settlement**

1. Trade Republic has set up Omnibus Trust Accounts with banks that are also authorised to conduct cash deposit business (hereinafter "**Trust Banks**"). Trade Republic holds the Customer's funds in escrow in a risk-diversified manner in one or, in principle, evenly distributed between two Omnibus Trust Accounts. The Customer can deposit funds into their account using the personal International Bank Account Number (hereinafter "**IBAN**") provided to them. In the same way, funds paid to the Customer by a third party can also be credited to the account. In accordance with this Section VII. 1. and the Special Terms and Conditions for Customer Funds (Appendix 3) the Customer issues a trust order to Trade Republic for the safekeeping of its Customer funds in the Omnibus Trust Accounts.
2. The Customer may only place orders for the purchase of financial instruments and for the use of the services offered on a credit basis. This includes, in particular, the use of payment services in accordance with the Special Terms and Conditions for payment services (Appendix 9). The Customer's credit balance is shown in the Account held with Trade Republic. Trade Republic settles the transactions carried out by the Customer, such as transactions in financial instruments or the use of the debit card, via the Customer's credit balance. Trade Republic is nevertheless entitled, but not obliged, to make advance payments to the Customer.

The Customer must without undue delay (*unverzüglich*) settle any negative balance. Notwithstanding the above

obligation of the Customer, Trade Republic has the right, in the event of a negative balance, e.g. due to an incorrect or double booking, to sell financial instruments in its own name and for the account of the Customer without prior notice in the amount of the negative balance. In doing so, Trade Republic will generally sell first the financial instruments most recently purchased by the Customer. The Customer hereby already instructs Trade Republic to sell these financial instruments.

3. Trade Republic and the Customer agree on the safekeeping of the Customer's funds in Omnibus Trust Account in accordance with the provisions of Section VII. 1. and 2. of this Framework Agreement and with the Special Terms and Conditions for Customer Funds (Appendix 3). In this respect, Trade Republic refers to the protective purpose pursued with the legal requirements for the segregation of Customer funds (see in this regard in Section III. of the Special Terms and Conditions for the Customer Funds (Appendix 3)).
4. Trade Republic offers the Instantly Available Credit Balance Service to Customers in accordance with the Special Terms and Conditions for Customer Funds (Appendix 3) and the Special Terms and Conditions for Instantly Available Credit Balance (Appendix 8). This service enables the Customer to immediately use the credit balance by depositing funds into the account.
5. Trade Republic provides the Customer with payment services for the Customer's funds in accordance with Section VII. 1. of the Framework Agreement together with the Special Terms and Conditions for Customer Funds (Appendix 3) and the Special Terms and Conditions for payment services (Appendix 9). The trust order explicitly includes funds that the Customer received through executions of payment orders initiated by third parties (e.g. through a transfer from a third party to the Customer's account).
6. If there have been transactions on the Customer's account in a tax period, within the framework of the contractual relationship between Trade Republic and the Customer, Trade Republic, in cooperation with a service provider, may provide the Customer with a local tax reporting for the respective tax period free of charge and without any obligation or liability. This tax report can be used to assist the Customer in preparing their tax return. Trade Republic reserves the right to discontinue this complimentary service at the end of a tax year and will notify the Customer with a notice period of four weeks.

#### **VIII. Fees and expenses**

1. The amount of the fees for services provided by Trade Republic, including the amount of payments that exceed the fees agreed for the main service, is set out in the pricing scheme and/or the Application.
2. If a Customer makes use of a main service listed in the pricing scheme and/or Application and no other agreement has been made, the fees stated in the pricing scheme and/or the Application at the time of the service apply. The current version of the pricing scheme can be viewed at any time via the Application and via the Trade Republic Website.
3. Trade Republic can only enter into an agreement with the Customer that is aimed at a payment by the Customer that exceeds the agreed remuneration for the main service, even if it is shown in the pricing scheme and/or the Application.
4. The amount of the fee for a service not listed in the pricing scheme and/or the Application shall be determined by Trade Republic at its reasonable discretion (Section 315 BGB) if these main services are provided on behalf of the Customer or in the Customer's presumed interest and their provision can only be expected against remuneration. Deviating agreements between Trade Republic and the Customer take precedence.
5. Trade Republic will not charge the Customer for a service that Trade Republic is obliged to provide by law or on the basis of an ancillary contractual obligation, or that Trade Republic performs in its own interest, unless it is permitted by law and will be charged in accordance with the statutory regulations.
6. Changes to fees for services that are typically used by the Customer on a permanent basis as part of the business relationship (e.g. Custody Account management) and that do not relate to a payment services framework agreement within the meaning of Section 675f (2) BGB are displayed to the Customer in the Application and only become effective if the Customer accepts them in the Application or by implication. An amendment of a fee, which aims at a payment over and above the main service, can only be reached if Trade Republic and the Customer enter expressly into an agreement.
7. For payment service agreements, the costs (fees and expenses) and any changes thereto are based on the respective contractual agreements and special terms and conditions as well as the statutory regulations.

#### **IX. Foreign currency transactions**

1. If Trade Republic concludes a transaction with the Customer in a foreign currency, Trade Republic will convert the foreign currency amount into Euro and credit or debit the corresponding Euro amount to the Customer's account.

2. The determination of the exchange rate for foreign currency transactions shall be based on the pricing scheme and/or on the Application respectively information linked thereto.

**X. Prohibition of assignment**

The Customer may not assign, pledge or otherwise transfer claims against Trade Republic based on the business relationship to third parties.

**XI. Right of disposal after death**

After the death of the Customer, the person who claims to be the legal successor of the Customer or who acts as executor (*Testamentsvollstrecker*) of the will must prove to Trade Republic the entitlement under inheritance law in an appropriate way. Trade Republic may, without being obliged to do so, consider as the beneficiary and pay to the beneficiary with discharging effect, the person who presents a certified copy of the testamentary disposition (e.g. will, contract of inheritance) or a current copy of a certificate of inheritance together with the corresponding record of the opening of the probate proceedings and is designated therein as heir or executor. This does not apply if Trade Republic is aware that the person named therein (e.g. due to contestation) is not authorised to dispose of the estate or if this has not become known to Trade Republic due to negligence.

**XII. Duties of cooperation of the Customer**

1. When placing orders, the Customer must follow the user guidance in the Application and check all data entered or selected by him for completeness and correctness. Trade Republic cannot execute an order if the Customer has not entered all the requested data in full. In the event of incomplete data entries, the Customer will be informed immediately by the Application.
2. For the proper processing of business transactions, it is necessary for the Customer to inform Trade Republic without undue delay of any changes to his contact details (such as a change of mobile phone number, name or address). In addition, further statutory notification obligations may arise, in particular from the Money Laundering Act (*Geldwäschegesetz* - hereinafter "**GWG**" or the Tax Code (*Abgabenordnung*)). If the Customer negligently violates the duties to cooperate, the Customer must compensate Trade Republic for the resulting costs and expenses, including those arising from the price overview and/or the Application (e.g. for an address investigation) as well as any damages.
3. The Customer shall without undue delay check the documents placed in the Mailbox (Timeline) or otherwise sent or made available for retrieval, in particular balance statements, securities statements, Custody Account and income statements, other statements (e.g. on transactions in Crypto-Assets) and notifications on the execution of orders for accuracy and completeness and raise any objections without undue delay.
4. If the Customer does not receive periodic balance statements and custody account statements, the Customer must notify Trade Republic without undue delay. The obligation to notify Trade Republic also exists in the absence of other notifications that the Customer expects to receive (e.g. securities statements, account statements).
5. If and to the extent that Trade Republic expressly wishes to agree with the Customer on changes to or new provisions in the Customer relationship (see Section XIX. of this Framework Agreement), the Customer is obligated to submit a declaration of intent, either acceptance or rejection, to Trade Republic.
6. The Customer is obliged to independently monitor the performance of their investments and their tradability. This applies in particular if, due to the failure of a trading venue or the trading possibility via Trade Republic, the Customer is unable to execute a requested transaction. The Customer is then obliged to continuously monitor when the trading possibility is restored in order to execute the requested transaction.

**XIII. Regulations on the Financial Account Information Exchange Act and the resulting obligations of the Customer to cooperate**

1. Due to the agreement of May 31, 2013, between the Federal Republic of Germany and the United States of America for the promotion of tax honesty in international matters (Foreign Account Tax Compliance Act – FATCA), Trade Republic must check whether the Customer is possibly a "U.S. Person" when opening a Custody Account. "U.S. Persons" are not permitted to open a Custody Account with Trade Republic. It is the responsibility of each Customer to clarify whether they qualify as a "**U.S. Person**". If it becomes apparent during the course of the business relationship that a Customer is or will become a "U.S. Person", the Customer must notify Trade Republic without undue delay (*ohne schuldhafte Zögern*). If the Customer is a "U.S. Person", Trade Republic may terminate this Customer Agreement without notice according to Section XX. 3. If there are reasonable indications that the Customer may have become a U.S. person, Trade Republic is entitled to block the User Account until clarification. If there are reasonable indications that the Customer may have become a U.S. person, Trade Republic is entitled to block the User Account until clarification. In the event that Trade Republic has information that indicates with a probability bordering on certainty (mit an Sicherheit grenzen der Wahrscheinlichkeit) that the Customer will become or is a U.S. Person, Trade Republic shall also be entitled to

terminate this Customer Agreement without notice according to Section XX. 3. The Customer shall compensate Trade Republic for any expenses and damages incurred by Trade Republic due to the qualification of the Customer as a U.S. Person.

2. Pursuant to the Financial Account Information Exchange Act (*Finanzkonten- Informationsaustauschgesetzes* - "FKAustG"), Trade Republic is required to report client data covered by the FKAustG for the purpose of being transmitted to the respective tax authorities as part of the intergovernmental exchange of financial account information (so-called Common Reporting Standard - "CRS"). The Customer is obliged to notify Trade Republic of all tax residences that apply to the Customer. The Customer confirms that all information provided and declarations made when entering into the business relationship are correct and complete. The Customer agrees to (a) promptly notify Trade Republic about any changes in circumstances that causes the information provided in the context of entering into the business relationship to no longer be accurate, and (b) provide Trade Republic with notice of such change within 30 days of such change. This includes, but is not limited to, a change or addition to the Customer's tax residency.

**XIV. Agreement of liens in favour of Trade Republic**

1. The Customer and Trade Republic agree that Trade Republic acquires a GTC Lien on the financial instruments and items to which Trade Republic has obtained or will obtain possession in the investment business relationship in Germany (hereinafter "**GTC Lien**"). Trade Republic also acquires a GTC Lien on the claims that the Customer has or will have against Trade Republic arising from the investment business relationship (including transactions from Crypto-Assets), for example the account balance, to the extent that these are not excluded from the agreement by a trust agreement or other agreement. The GTC Lien does not extend to the financial instruments that Trade Republic holds in custody for the Customer outside of Germany.
2. The GTC Lien serves as security for all existing, future and conditional claims to which Trade Republic is entitled against the Customer arising from the investment business relationship.
3. If financial instruments are subject to Trade Republic's GTC Lien, the Customer is not entitled to demand the disbursement of the interest and dividends belonging to these Securities.
4. In the event that the financial instruments are not in the possession of Trade Republic, but in the possession of another custodian, also located outside of Germany, the Customer and Trade Republic hereby agree, in order to secure the claims described in Section XIV. 2. of this Framework Agreement, on an assignment to Trade Republic of all present and future claims of the Customer against the other custodian, which may also be located outside of Germany, for the delivery of the financial instruments together with renewal coupons and any subscription rights and bonus shares. The Customer instructs and authorises Trade Republic to notify the custodian of this assignment on his behalf. Furthermore, the Customer authorises Trade Republic to obtain information from the custodian located outside of Germany regarding the existence and value of the Custody Account.
5. Trade Republic is entitled to enforce the lien in financial instruments, if the Customer maintains a negative balance. In this case, Trade Republic will request the Customer to settle the negative balance within three banking days (hereinafter "**Settlement Request**") and threaten to sell the financial instruments in the event that this period expires without any result. The waiting period for a sale after a threat is usually one month. However, the period of one month is not necessary if the market value of the financial instruments held by the Customer at Trade Republic (hereinafter "**Portfolio Value**") is 2/3 or less of Trade Republic's existing claims against the Customer and this Portfolio Value has fallen by 10% compared to the time of the Settlement Request (so-called in the event of imminent danger). In this case, Trade Republic may immediately proceed with the enforcement of the lien. In the aforementioned cases, the enforcement of the lien is carried out as agreed at a marketplace for this financial instrument, to which Trade Republic is connected in accordance with the regulations in this Framework Agreement.

**XV. Collection of debt**

In the case of outstanding claims (including possible interest on arrears and reminder fees), Trade Republic can have the collection carried out by a debt collection company. For this purpose Trade Republic may sell the claims against the Customer to the collection agency.

**XVI. Liability**

**1. Liability of Trade Republic; contributory negligence of the Customer**

- 1.1. Trade Republic is liable in the performance of its obligations for any faults of its employees and the persons it involves in the performance of its obligations. Insofar as special terms and conditions or other agreements contain deviating provisions for individual services or other agreements, such provisions shall prevail. If the Customer has contributed to the occurrence of damage through culpable conduct, the general principles of contributory negligence shall determine the extent to which Trade Republic and the Customer must bear the damage.

- 1.2. If the content of an order is typically executed in such a way that Trade Republic entrusts a third party with its further execution, Trade Republic shall fulfill the order by forwarding it to the third party in its own name (forwarded order). This applies, for example, to obtaining bank information from other credit institutions or the safekeeping and administration of securities outside of Germany. In these cases, Trade Republic's liability is limited to the careful selection and instruction of the third party.
- 1.3. Trade Republic is not liable for damages caused by force majeure, riots, acts of war and nature or other events for which it is not responsible (e.g., strikes, lockouts, traffic disruptions, acts of German domestic or foreign authorities). In these cases, Trade Republic is not liable in particular for the unenforceability to execute transactions in financial instruments or to deliver financial instruments or for delays in delivery, if Trade Republic is not responsible for disruptions in performance. If these events make it substantially more difficult or impossible for Trade Republic to fulfill contractual obligations and the impediment is not only of temporary duration, both Trade Republic and the Customer are entitled to withdraw from the respective transaction.
- 1.4. Trade Republic shall not be liable for any damages arising due to the termination of so-called American Depositary Receipt (ADR) programs by Russian companies, insofar that such termination is highly likely to be due to the Ukraine war that started in February 2022. The same shall apply to shares that are subject to sanctions for other reasons.

## **2. Liability of Trade Republic and liability of the Customer for unauthorised transactions and execution of payment orders**

The liability of Trade Republic and the Customer in the event of an unauthorised transaction (e.g. payment transaction or securities order) and a non-executed, incorrectly executed or delayed payment order is governed by the special conditions agreed for the respective service (for example in the Special Conditions for securities transactions with Execution policies (Appendix 5) and the Special Conditions for Payment Services (Appendix 9)).

## **XVII. Banking secrecy (*Bankgeheimnis*) und banking information (*Bankauskunft*)**

1. Trade Republic undertakes to maintain secrecy about all Customer-related facts and evaluations of which Trade Republic gains knowledge (banking secrecy.) In the context of maintaining banking secrecy, Trade Republic will only disclose information about the Customer if required by law, if the Customer has consented, or if Trade Republic is authorized to disclose banking information. Trade Republic may only disclose information about the Customer if this is required by law.
2. Banking information contains general statements and comments on the Customer's financial circumstances, creditworthiness and solvency; no information is provided on amounts, e.g. account balances or deposit values, or on the amount of any credit/loans utilized.
3. Trade Republic shall only provide bank information solely with the Customers explicitly consented to this in general or in individual cases. Bank information will only be provided if the requesting party has credibly demonstrated a legitimate interest in the requested information and there is no reason to assume that the Customer's interests worthy of protection conflict with the provision of information.
4. Trade Republic only provides banking information to its own Customers and other credit institutions for their own purposes or those of their Customers.

## **XVIII. Scope of and amendments to this Framework Agreement including Appendices**

### **1. Amendments not relating to a payment service framework agreement (*Zahlungsdiensterahmenvertrag*)**

- 1.1. Amendments to this Framework Agreement, to the Appendices or to any Special Terms and Conditions agreed in the future that do not concern a payment service framework agreement within the meaning of Section 675f (2) of the German Civil Code (BGB) (*Zahlungsdiensterahmenvertrag*) must be expressly agreed between the Customer and Trade Republic.
- 1.2. No such agreement is required where an amendment to the Framework Agreement is mandatory under legal or regulatory provisions, such as changes resulting from e.g. amendments due to legally binding judgments or binding rulings or orders by a governing authority.

### **2. Amendments that relate to a payment service framework agreement**

If the amendments to this Framework Agreement or the Appendices concern a payment service framework agreement within the meaning of Section 675f (2) BGB, such amendments shall be offered to the Customer in text form no later than two months before the proposed date of their entry into force. The amendments may also be offered via an electronic communication channel. The Customer may declare acceptance either explicitly via the Application or implicitly through conclusive action.

## **XIX. Termination rights; Consequences of termination**

1. The Customer may terminate the entire business relationship or individual business relationships, for which

neither a term nor a deviating termination provision has been agreed, at any time without observing a notice period in text form (e.g. by e-mail) or via the Application.

2. Trade Republic may terminate the entire business relationship or individual business relationships, for which neither a term nor a deviating termination provision has been agreed, at any time subject to a notice period of at least 2 months.
3. Trade Republic may also terminate the entire business relationship or individual business relationships without notice in the event of an important ground that makes it unreasonable for Trade Republic to continue the business relationship, even taking into account the legitimate interests of the Customer. Important grounds for Trade Republic are in particular:
  - The Customer does not settle a negative balance in violation of Section VII. 2. of this Framework Agreement.
  - The Customer fails to comply with one of its duties to cooperate pursuant to Section XII. or Section XIII. of this Framework Agreement (e.g. immediate notification of a change of mobile phone number).
  - The Customer does not make any declaration of intent in violation of Section XIX. 2. of this Framework Agreement.
  - The Customer uses their Trade Republic Custody Account jointly with others.
  - The Customer moves from the country for which the Customer relationship with Trade Republic was established, even if the Customer moves to a country in which Trade Republic also offers its services (e.g., the Customer moves from Italy to Germany).
  - The Customer uses the Application in violation of Section III. 1.3. of this Framework Agreement.
  - There are actual indications that criminal acts have been committed by the Customer within the scope of the business relationship or that the Customer is intentionally causing damage to Trade Republic in a manner contrary to public morals.
4. The Customer must notify Trade Republic, in case of ordinary termination by the time termination takes effect and in case of extraordinary termination within a period of 14 days, whether any financial instruments held in the Custody Account are to be sold or transferred to another custody account of the Customer with a financial institution licensed in the European Economic Area (EEA). Furthermore, the Customer must inform Trade Republic within the aforementioned periods to which account any credit balance remaining after settlement is to be transferred. The aforementioned deadlines for settlement shall not apply in the event of extraordinary termination if immediate settlement is required.
5. The Customer must, upon termination, either sell or transfer all Crypto-Assets held by Trade Republic on the Customer's behalf to a third-party wallet of the Customer. In the event of an extraordinary termination, such sale or transfer shall be completed within a period of 14 days.
6. In the event that the Customer does not comply with the obligations set out in Section XX. 4. and Section XX. 5. of this Framework Agreement, Trade Republic shall be entitled to sell the financial instruments held by the Customer and shall transfer the proceeds of sale, less the costs of the sale, to the Customer to the designated Account.
7. Trade Republic may only terminate a basic account agreement (*Basiskontovertrag*) in accordance with the agreements made between Trade Republic and the Customer on the basis of the Payment Accounts Act (*Zahlungskontengesetzes*) and the provisions of the Payment Accounts Act.

**XX. Application of German Law; place of jurisdiction; contractual language**

1. This Framework Agreement and the entire business relationship between the Customer and Trade Republic shall be governed by German law. Under Article 6 (2) of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 the Customer may also enjoy the protection of the mandatory provisions under Dutch law.
2. The statutory places of jurisdiction apply.
3. With the explicit consent of the Customer, this Agreement and all documents relating thereto have been made available in the English language only.

## **Appendix 1**

# **Pre-contractual information for distance contracts for financial services and Customer information pursuant to Sec. 63 (7) of the German Securities Trading Act (WpHG)**

## **Trade Republic Bank GmbH**

## Appendix 1

### Pre-contractual information for distance contracts for financial services and information pursuant to Sec. 63 (7) WpHG

Trade Republic has a pre-contractual information obligation towards consumers in the case of distance contracts for financial and payment services. Trade Republic fulfils this obligation with this pre-contractual information as well as with the entire framework agreement including the appendices.

Trade Republic is furthermore obliged to provide the Customer with information about Trade Republic itself, the services provided by Trade Republic, the financial instruments offered, Execution Venues and costs and associated charges which may occur.

#### I. General information about Trade Republic

##### 1. Name and summonable address

Trade Republic Bank GmbH  
Brunnenstr. 19-21  
D-10119 Berlin  
Germany

##### 2. Persons legally authorized to represent Trade Republic

Managing directors: Andreas Torner, Gernot Mittendorfer, Christian Hecker, Thomas Pischke

##### 3. Entry in the German commercial register

Commercial Register of the Local Court of Charlottenburg (Berlin), Germany; registration number HRB 244347 B

##### 4. Main business activity of Trade Republic

As its main business, Trade Republic provides financial services and banking businesses of all kinds and thereto related businesses.

##### 5. Competent supervisory authority

Trade Republic is licensed as a CRR credit institution. The competent supervisory authority is:

German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* – hereinafter “**BaFin**”), Graurheindorfer Strasse 108, 53117 Bonn, Germany and Marie-Curie-Strasse 24-28, 60439 Frankfurt am Main, Germany ([www.bafin.de](http://www.bafin.de)).

##### 6. BaFin registration number

BaFin-ID: 10150368

#### II. General Information on the Framework Agreement

##### 1. Conclusion of the Framework Agreement

The Customer can effectively conclude the Framework Agreement with Trade Republic by following the instructions in the Application after launching the Application and registering a mobile phone number. In doing so, the Customer receives access to all contract documents before the conclusion of the Framework Agreement. The Customer makes a binding offer with the content of the Framework Agreement by completing the setup of their profile in the Application. After any necessary identity check, Trade Republic then confirms the conclusion of the Agreement to the Customer in the Application. With this step, the Framework Agreement between the Customer and Trade Republic bindingly comes into effect.

##### 2. Contract language; means and language of communication

- 2.1. Trade Republic provides the contractual Terms and Conditions and this preliminary information in Germany only in German and outside of Germany in English and, if required by law, in the respective national language.
- 2.2. Communication between Trade Republic and the Customer is generally conducted electronically via the Application and, in part, via email. While the primary language for communication may vary depending on the Customer's location or preferences, Trade Republic provides responses in the Customer's language..

- 2.3. The Application is suitable for use in Dutch and English. The entire business relationship is conducted in the English language.

**3. Governing Law; Place of jurisdiction**

German law applies to the pre-contractual legal relationship between the Customer and Trade Republic. The conclusion of the Framework Agreement and the entire business relationship between the Customer and Trade Republic shall be governed by German law; the statutory places of jurisdiction shall apply (see Sec XXI. 2. of the Framework Agreement). Under Article 6(2) of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 the Customer may also enjoy the protection of the mandatory provisions under Dutch law.

**4. Complaints and out-of-court dispute resolution**

**4.1. Complaints**

The Customer may at any time submit a complaint with BaFin, either in writing or for the record, about violations by Trade Republic of the ZAG (*Zahlungsdiensteaufsichtsgesetz*), Sections 675c to 676c BGB or Section 248 of the Introductory Act to the German Civil Code (*Einführungsgesetz zum BGB* – hereinafter “**EBGB**”).

**4.2. Out-of-court dispute resolution**

- a. The Customer may submit a complaint to the contact point of Trade Republic specified in the Application. Trade Republic will respond to complaints in an appropriate manner in text form (e.g. by e-mail).
- b. In case of disputes arising from the Application of provisions of the BGB concerning distance contracts for financial services and payment services framework contracts between consumers and regulated entities, such as Trade Republic, the Deutsche Bundesbank may act as an official arbitration institution in accordance with Sec. 14 (1) no. 3 and 4 of the German Act on Injunctive Relief (*Unterlassungsklagegesetz* – hereinafter “*UKlaG*”) if an entity is not affiliated with a recognized private consumer arbitration board.  
  
In addition, BaFin can act as an official arbitration body in accordance with Section 14 (1) No. 7 UKlaG for disputes between consumers and supervised companies regarding other regulations in connection with banking transactions in accordance with Section 1 (1) sentence 2 of the German Banking Act (*Kreditwesengesetz*) if the company is not affiliated to a recognized private consumer arbitration board.
- c. Trade Republic is not affiliated with any recognized private consumer arbitration board established for the out-of-court settlement of disputes arising from banking transactions between consumers and regulated entities.
- d. The address of the Deutsche Bundesbank’s arbitration body is:

Schlichtungsstelle bei der Deutschen Bundesbank  
Postfach 10 06 02  
60006 Frankfurt am Main  
Germany  
email: [schlichtung@bundesbank.de](mailto:schlichtung@bundesbank.de); website: [www.bundesbank.de](http://www.bundesbank.de)

- e. The address of the BaFin’s arbitration body is:  
Schlichtungsstelle bei der Bundesanstalt für Finanzdienstleistungsaufsicht  
Referat VBS 12 -  
Marie Curie-Straße 24-28  
60439 Frankfurt am Main  
Germany  
email: [schlichtungsstelle@bafin.de](mailto:schlichtungsstelle@bafin.de); website: [www.bafin.de](http://www.bafin.de)

**III. Information on the Framework Agreement**

**1. Key features**

- 1.1. The financial services offered by Trade Republic under the Framework Agreement include the trading of financial instruments by Trade Republic through principal brokerage (*Finanzkommissionsgeschäft*) and

proprietary trading, as well as the safekeeping and administration of financial instruments in the Customer's Custody Account which is set up by Trade Republic for the Customer. Trade Republic will hold Crypto-Assets in Omnibus Wallets (as defined in Appendix 7) on behalf of the Customer.

- 1.2. Trade Republic does not provide investment advice or portfolio management. The Customer carries out the transactions in financial instruments on their own responsibility, which is why Trade Republic expressly refers to the following risk information.
- 1.3. Trade Republic's activities do not constitute an offer to the public in the meaning of the EU Prospectus Regulation (EU-Regulation No. 2017/1129). Customers can buy and sell financial instruments, which are listed on a regulated market or on the open market of a German stock exchange.
- 1.4. Trade Republic maintains a current account (*Kontokorrentkonto*) for the Customer. It credits incoming payments to this account and executes payment transactions initiated by the Customer (e.g. credit transfer), debiting the account provided the account has sufficient balance and all other execution conditions are met. In particular, the following services are covered by the Framework Agreement: account maintenance, execution of payment transactions including credit transfers (including standing orders), debiting of SEPA Core Direct Debits and payment transactions made using a debit card.
- 1.5. Trade Republic begins providing services immediately after the execution of the Framework Agreement (acceptance of the contractual conditions as part of the onboarding flow via the Application) and therefore before the end of the withdrawal period.

## **2. Components of the Framework Agreement**

- 2.1. Trade Republic and the Customer agree on the applicability of various special terms and conditions via the Framework Agreement, which contain the relevant regulations in connection with the provision of the services.
- 2.2. The Framework Agreement consists of the following components:
  - Framework Agreement
  - Appendix 3 Special Terms and Conditions for Customer Funds
  - Appendix 4 Special Terms and Conditions for the Execution of Customer Orders
  - Appendix 5 Special Terms and Conditions for securities transactions with Execution policies
  - Appendix 6 Special Terms and Conditions for Savings Plan
  - Appendix 7 Special Terms and Conditions for the Provision of Crypto-Asset Services
  - Appendix 8 Special conditions for Instantly Available Credit Balance
  - Appendix 9 Special Terms and Conditions for Payment Services
  - Appendix 10 Special Terms and Conditions for ELTIF

In addition, the Customer receives the following information with the conclusion of the Framework Agreement:

- Appendix 1 Pre-contractual information for distance contracts for financial services and Customer information pursuant to Sec. 63 (7) of the German Securities Trading Act (WpHG)
- Appendix 2 Information on Handling Conflicts of Interest

## **3. Information on financial services**

### **3.1. Financial instruments**

- a. With regard to the key characteristics, interrelationships and risks of financial instruments, please refer to the separate documents "Basic information on securities" and "Risk Information Crypto", both of which are available in the Application.
- b. The Customer is responsible for obtaining further information on financial instruments. For example, issuers typically provide information on the Securities offered on their own websites.
- c. Transactions in financial instruments are subject to various risks, depending on the structure of the financial instrument. These include price risks and - in the case of securities transactions - credit risks (default risk or insolvency risk) of the issuer, up to and including the risk of total loss.
- d. When deciding on a transaction in financial instruments, it should be noted in particular that the past price performance of a financial instrument is not in itself a guide to the future price performance of the financial instrument. The same applies to income generated in the past (e.g., interest or dividend payments by the issuer).

- e. In the financial markets, the price of a financial instrument is subject to fluctuations. Trade Republic has no influence on the price. Therefore, unlike, for example, the purchase of consumer goods by a consumer on the internet, there is no right of withdrawal of the Customer for individual transactions in financial instruments.

### **3.2. Information on Execution Venues**

For information on the execution venues, please refer to the Special Terms and Conditions for securities transactions with Execution policies (Appendix 5) and Special Terms and Conditions for the Provision of Crypto-Asset Services (Appendix 7).

### **3.3. Safekeeping of financial instruments**

The details of the fulfilment of safekeeping obligations are set out in the Special Terms and Conditions for securities transactions with Execution policies (Appendix 5) and the Special Terms and Conditions for the Provision of Crypto-Asset Services (Appendix 7).

## **4. Information on account management and payment services**

- 4.1. Trade Republic fulfils its obligations under the Framework Agreement by booking the credits and debits to the account. The respective booking items are offset against each other at the end of the agreed statement period – usually at the end of the calendar quarter – and the result (balance) is communicated to the Customer as a periodic balance statement. All bookings made by the bank are displayed on the account statement, which the Customer can access via the self-service in the Application for the desired period of time. In addition, other relevant Customer documents can be found in the Customer's Mailbox (Timeline) or are available for retrieval in the Application.
- 4.2. In the case of an internal transfer, this is fulfilled when the amount is credited to the recipient's account and the information on the person making the transfer and the stated purpose are transmitted. In the case of a cross-institutional transfer, this is fulfilled when the amount is credited to the recipient's account of the banking institution and the information specified in sentence 1 is transmitted. Further details can be found in the Special Terms and Conditions for Payment Services (Appendix 9).
- 4.3. The Customer must assert a claim for a refund of a debited payment amount based on a SEPA core direct debit for which the Customer has issued a SEPA direct debit mandate to the payee to Trade Republic within eight weeks of the date on which the relevant payment amount was debited.
- 4.4. Trade Republic fulfils debit card transactions initiated by the Customer by making a payment to the recipient's credit institution. Further details can be found in the Special Terms and Conditions for Payment Services (Appendix 9).

## **5. Customer funds**

Trade Republic holds the Customer's funds in escrow in a risk-diversified manner in one or, in principle, evenly distributed between two Omnibus Trust Accounts. Further provisions regarding Customer funds can be found in Section VII. of the Framework Agreement and in the Special Terms and Conditions for Customer Funds (Appendix 3).

## **6. Prices and distribution fees; information on costs and associated charges relating to investment services**

### **6.1. Fees and expenses**

- a. Unless otherwise agreed, the current fees for Trade Republic services can be found in the pricing scheme and the information in the Application. The Customer will be notified of the applicable fees in the Application and in the monthly account statement and the fees will be debited to the account.
- b. The current pricing scheme can be found in the Application and on the Trade Republic website.
- c. Trade Republic charges the Customer the fees and costs for the provision of the principal brokerage business (*Finanzkommissionsgeschäft*) and the custody services as shown in the pricing scheme at the time the order is placed, or a service is used.
- d. In the event that an order is placed via the Application, the fees and costs associated with the execution of the transaction will be displayed to the Customer before the order is placed.
- e. Trade Republic provides the Customer with cost information once a year, which shows the actual costs incurred during the reporting period.

### **6.2. Distribution fees**

Trade Republic may receive payments from third parties in connection with the transactions in financial instruments executed on behalf of the Customer. More detailed information on this is contained in Section XI of the Framework Agreement.

**6.3. Additional costs and taxes not charged by Trade Republic**

- a. In connection with the financial instruments acquired by the Customer, additional costs may be charged by third parties, and, in addition, taxes may be incurred.
- b. The Customer should clarify the tax implications of acquiring, holding and disposing of or redeeming a Security and a Crypto-Asset with its tax advisor or the relevant tax authority. The tax treatment depends on the personal circumstances of the respective Customer and may be subject to future changes. In addition, in the case of foreign Securities and Crypto-Assets, special features may arise from the local tax law to which the Securities or Crypto-Assets are subject.
- c. Income from Securities and gains from the purchase and sale of Securities and Crypto-Assets are generally subject to taxation. In addition, capital gains taxes and other taxes may be incurred in case of the payment of income or proceeds of sale (e.g., the so-called "withholding tax" in the USA). These may reduce the income or proceeds to be paid to the Customer.
- d. The Customer has to bear their own costs (e.g. postage). The Customer does not incur any additional telecommunications costs when using the services, apart from the prices agreed with the respective provider for maintaining an internet connection.

**7. No minimum contract term; termination of the Framework Agreement**

There is no minimum term for the Framework Agreement. The Customer may terminate the contractual relationship at any time without observing a notice period. Trade Republic may terminate the business relationship at any time subject to a notice period of at least two months. In addition, Trade Republic may also terminate the Framework Agreement without notice for good cause. In this context, the Customer must notify Trade Republic whether any Securities held in the Custody Account are to be sold or transferred to another Custody Account of the Customer. Further details are laid down in Sec. XX. of the Framework Agreement.

**8. Right of withdrawal of the Customer**

- 8.1. The Customer has a right of withdrawal. Details of this right of withdrawal are set out in the instructions below, to which the Customer is hereby expressly referred.
- 8.2. In accordance with Section 312g (2) (8) BGB, this does not apply to contracts for the provision of services whose price is subject to fluctuations in the financial market over which Trade Republic has no influence and which may occur during the withdrawal period. The price of all financial instruments available through Trade Republic is subject to fluctuations in the financial market. The exclusion of the right of withdrawal therefore applies to all buy and sell orders placed via the Application.
- 8.3. Accordingly, the Customer is not entitled to an isolated statutory right of withdrawal for individual orders placed with Trade Republic under the Framework Agreement. The Customer must therefore bear any price losses realised through a subsequent sale.

## Right of withdrawal regarding the Framework Agreement

### Section 1

#### Withdrawal policy

You may withdraw your contractual declaration **within 14 days without stating any reasons by means of a clear declaration**. The period shall commence after conclusion of the contract and after you have received the contractual provisions including the General Terms and Conditions and all information listed **below under Section 2** on a durable data carrier (e.g., letter, fax, email). **To comply with the withdrawal period**, it is sufficient to send the withdrawal in due time if the declaration is made on a durable data carrier. The withdrawal is to be sent to:

#### **Trade Republic Bank GmbH**

Brunnenstr. 19-21

10119 Berlin

Germany

email: [withdrawal@traderepublic.com](mailto:withdrawal@traderepublic.com)

### Section 2

#### Information required for the start of the withdrawal period

The information referred to in Section 1, sentence 2 shall include the following:

#### **General information**

1. the existence or absence of a right of withdrawal, its conditions, the procedure for exercising it, in particular the name and address of the person to whom the withdrawal must be declared, and the legal consequences of withdrawal, including information on the amount which the consumer must pay for the service provided if they are obliged to pay compensation (underlying provision: Section 357b BGB);
2. the Member States of the European Union whose law is used by the payment service provider as a basis for entering into relations with the consumer prior to the conclusion of the contract;
3. details regarding payment and performance;
4. the total price of the financial service (except payment services), including all related price components, as well as all taxes paid via the entrepreneur or, if no exact price can be stated, its basis of calculation, which enables the consumer to verify the price
5. additional costs, if any, as well as an indication of possible further taxes or costs not paid through or charged by the entrepreneur;
6. an indication that the financial service relates to financial instruments which, due to their specific characteristics or the operations to be carried out, are subject to specific risks or whose price is subject to fluctuations in the financial market over which the entrepreneur has no control, and that returns generated in the past are not an indicator of future returns;
7. a time limit on the period of validity of the information provided, for example, the period of validity of time-limited offers, especially regarding the price;
8. the contractual terms of termination, including any contractual penalties;
9. the languages in which the contractual Terms and Conditions and the prior information referred to in this withdrawal notice are communicated, as well as the languages in which the trader undertakes to communicate, with the consumer's consent, during the term of this contract;
10. the indication whether the consumer may use an out-of-court complaint and redress procedure to which the entrepreneur is subject and, if so, its access requirements.

#### **Information on the provision of financial services, including payment services**

11. Information on the business or payment service provider
  - a) the name and address of its head office and all other addresses, including e-mail addresses, relevant for communication with the payment service provider;
  - b) the payment service provider's supervisory authorities and the register kept by the Federal Financial Supervisory Authority or any other relevant public register in which the payment service provider is

entered as authorised, as well as its registration number or equivalent identifier used in that register;

12. Information on the use of financial services, including payment services,
  - a) a description of the main features of the financial services, including payment services, and information on how to conclude the contract;
  - b) information on Customer identifiers that are required for the proper initiation or execution of a payment order;
  - c) the manner of giving consent to the initiation of a payment order or to the execution of a payment transaction and the revocation of a payment order (underlying provisions: Sections 675j and 675p BGB);
  - d) the point in time at which a payment order is deemed to have been received (underlying provision: § Section 675n (1) BGB);
  - e) a point in time close to the end of a business day determined by the payment service provider, after the expiry of which a payment order received by the consumer after that point in time shall be deemed to have been received on the following business day (underlying to Section 675n (1) sentence 3 BGB);
  - f) the maximum execution period for the payment services to be provided;
  - g) a reference to the possibility of agreeing on limits for the use of a payment instrument (e.g. a payment card) (underlying to Section 675k (1) BGB);
13. Information on fees, interest and exchange rates for payment services
  - a) all fees payable by the consumer to the payment service provider, including those that depend on how and how often the required information is provided;
  - b) a breakdown of these fees;
  - c) the interest and exchange rates to be applied or, where reference rates and exchange rates are used, the method of calculating the actual interest rate, the date and the index or basis for determining the reference rate or exchange rate;
  - d) the immediate entry into force of changes in the reference interest rate or reference exchange rate on the basis of the agreed reference interest rate or reference exchange rate without prior notification of the consumer (pursuant to Section 675g (3) BGB);
14. Information on communication with payment services
  - a) the agreed means of communication for the provision of information and notification, including the technical requirements for the consumer's equipment and software;
  - b) how and how often the payment service provider is to provide or make available the information to be provided before and during the contractual relationship, before the execution of payment transactions and for individual payment transactions;
  - c) the language or languages in which the contract is to be concluded and in which communication during the contractual relationship is to take place;
  - d) a reference to the consumer's right to request, at any time during the duration of the contract, the provision of the contractual terms and conditions and the pre-contractual information referred to in this withdrawal notice, on paper or on another durable medium, for the provision of payment services;
15. Information on protection and remedial measures in relation to payment services
  - a) a description of how the consumer must keep a payment instrument secure, and how the consumer must fulfil their obligation to notify the payment service provider - or a designated third party - without undue delay after becoming aware of the loss, theft, misuse or any other unauthorised use of the payment instrument (underlying provision: Section 675l (1) sentence 2 of the BGB).
  - b) a description of the secure procedure by which the payment service provider will notify the consumer in the event of suspected or actual fraud or in the case of identified security risks;
  - c) the conditions under which the payment service provider reserves the right to block a payment

instrument, in accordance with the Civil Code (underlying provision: Section 675k(2) BGB);

- d) Information on the consumer's liability in the event of loss, theft, misplacement or other misuse of the payment instrument, including information on the maximum amount (underlying provision: Section 675v BGB);
  - e) Information on the payment service provider's liability for unauthorised payment transactions (underlying provision: Section 675u BGB);
  - f) information on how and within what period the consumer must notify the payment service provider of any unauthorised or incorrectly initiated or executed payment transactions (underlying provision: Section 676b BGB);
  - g) information on the payment service provider's liability in the event of non-execution or defective or delayed execution of a payment transaction and information on the payment service provider's obligation to investigate, on request, non-execution or defective execution of a payment transaction (underlying provision: Section 675y BGB);
  - h) the conditions for the consumer's right to a refund in the case of an authorised payment transaction initiated by or through the payee (e.g. in the case of SEPA direct debits) (underlying provision: Section 675x BGB);
16. Information on amendments to the conditions and termination of the payment services framework contract
- a) the agreement that the consumer's consent to an amendment of the contractual terms shall be deemed to have been given if the consumer does not notify the payment service provider of his refusal before the date on which the amended contractual terms are to enter into force (underlying provision: Section 675g BGB);
  - b) the duration of the framework contract for payment services;
  - c) a reference to the consumer's right of termination;
  - d) where applicable, a reference to any following agreements relating to cancellation:
    - i) the agreement of a notice period for the consumer's right to terminate the contract, which may not exceed one month (underlying provision: Section 675h (1) BGB),
    - ii) the agreement of a right of termination for the payment service provider, subject to a notice period of at least two months, which requires that the contract has been concluded for an indefinite period (underlying provision: Section 675h (2) BGB),
    - iii) the consumer's right to terminate without notice before an amendment to the contract proposed by the payment service provider takes effect, if the consumer's consent to the amendment would be deemed to have been given under an agreement in the contract without explicit refusal, provided that the payment service provider has drawn the consumer's attention to the consequences of their silence and to the right of termination (underlying provision: Section 675g (2) BGB);
17. the contractual provisions regarding the governing law applicable of the payment services framework contract or the competent court;
18. Information on the complaint procedures available to consumers in the event of alleged breaches of obligations by the payment service provider (underlying provision: Section 60 to 62 ZAG (*Zahlungsdiensteaufsichtsgesetz*)) and on the out-of-court redress procedures available to consumers (underlying provision: Section 14 UkIG (*Unterlassungsklagengesetz*)).

### **Section 3**

#### **Consequences of withdrawal**

In the event of an effective withdrawal, **the services received by both parties shall be returned**. You are obligated to **pay compensation for the value** of the service provided up to the time of withdrawal if you were made aware of this legal consequence before submitting your contractual declaration and expressly agreed that we could commence with the performance of the service in return before the end of the withdrawal period. If there is an obligation to pay compensation for lost value, this may mean that you still have to fulfil the contractual payment obligations for the period until the withdrawal. **Your right of withdrawal shall expire** prematurely if the contract **has been completely fulfilled by both parties at your express request** before you have exercised your right of withdrawal. **Obligations to refund payments must be fulfilled within 30 days**. This period begins for you with the dispatch of your withdrawal, for us with its receipt.

#### **Special notes**

Upon withdrawal of this contract, you shall also no longer be bound by any contract related to this contract if the

related contract concerns a service provided by us or a third party based on an agreement between us and the third party.

**End of the withdrawal policy**

# **Appendix 2**

## **Information on Handling Conflicts of Interest**

### **Trade Republic Bank GmbH**

## Appendix 2

### Information on Handling Conflicts of Interest

Trade Republic has taken precautions to ensure that potential conflicts of interest between Trade Republic, Trade Republic's management and employees, or other persons directly or indirectly related to Trade Republic by control, and the Customer, or among Customers themselves, do not affect Customer interests.

Conflicts of interest may arise at Trade Republic between Trade Republic and its Customers, relevant persons employed by Trade Republic or associated with Trade Republic, including management, persons associated with Trade Republic through control and other third parties in the investment services provided by Trade Republic.

Conflicts of interest may arise in particular:

- from Trade Republic's own (revenue) interest in the sale of financial instruments;
- in case of receipt or granting of benefits from third parties or to third parties in connection with investment services or transactions in Crypto-Assets for the Customer (for example, settlement cost allowances from Execution Venues or counterparties for the routing of Customer orders by Trade Republic);
- through performance-based compensation of Trade Republic's management and/or employees;
- by granting benefits to Trade Republic employees;
- from Trade Republic's relationships with issuers of financial instruments;
- by obtaining information that is not publicly known;
- from personal relationships of Trade Republic's employees or management or persons associated with them, or
- in the participation of these persons in supervisory or advisory boards.

Trade Republic itself, as well as its management, are obliged, in accordance with the legal basis, to provide the aforementioned investment services, ancillary investment services and crypto-asset services honestly, fairly and professionally in the interest of the Customer and to avoid conflicts of interest as far as possible. To this end, Trade Republic has taken organizational precautions to identify and counteract such conflicts of interest.

At Trade Republic, both the management itself and the compliance area are responsible for preventing and managing conflicts of interest. The compliance department is headed by an independent compliance officer.

Specifically, Trade Republic takes the following measures, among others, to avoid conflicts of interest:

- All employees for whom conflicts of interest may arise in the course of their work are required to disclose all their transactions in financial instruments. Employee transactions that may conflict with Customer interests are not permitted;
- Transparency in pricing;
- Ongoing control of all transactions Trade Republic makes, executes and forwards for its Customers;
- Orders are executed only at the execution venue specified by the Customer, i.e., Trade Republic has no influence on the execution venue after the order has been placed; the only exception to this is the situation where the specified trading venue fails;
- Regulations on the acceptance of gifts and other benefits (gifts-and-entertainment policy);
- Continuing education of management and employees.

Trade Republic would like to draw the Customer's attention to the following issues in particular:

Trade Republic also receives payments from third parties for the execution of orders in financial instruments (see Section XI of Appendix 4 (Special Terms and Conditions for the Executing of Customer orders)). The collection of these payments and benefits or other incentives serves to provide and further develop an efficient and high-quality infrastructure (i.e., in particular the Application) for the acquisition, monitoring and sale of a broad range of financial instruments for the Customer. Trade Republic discloses the receipt of the payments to the Customer on an annual basis.

Finally, Trade Republic may receive gratuitous benefits from other service providers, such as financial analysis or other informational materials, training and, in some cases, technical services and equipment to access third party information and dissemination systems. The receipt of such gratuities is not directly related to the services provided to the Customer; Trade Republic uses these gratuities to provide and continuously improve its services to the high quality claimed by the Customer.

If conflicts of interest are nevertheless unavoidable in individual cases, Trade Republic will inform the Customer accordingly.

If requested by the Customer, Trade Republic will provide further details on the potential conflicts of interests.

# **Appendix 3**

## **Special Terms and Conditions for Customer Funds**

### **Trade Republic Bank GmbH**

### Appendix 3

#### Special Terms and Conditions for Customer Funds

These Special Terms and Conditions govern the safekeeping of Customer funds in trust accounts.

#### I. Customer Funds

1. Trade Republic will maintain Omnibus Trust Accounts with Trust Banks in which Customer funds are held separately from Trade Republic's assets (see Section VII. 1. of the Framework Agreement. Trade Republic will therefore not maintain a separate trust account for each Customer with the Trust Banks.
2. Trade Republic shall hold the Customer's funds in escrow in a risk-diversified manner in accordance with the trust agreement under Section VII. of the Framework Agreement in one or, in principle, equally divided between two Omnibus Trust Accounts. The trust order granted by the Customer for the safekeeping of Customer funds in Omnibus Trust Accounts (see Section VII. of the Framework Agreement) and the associated fiduciary commitment of the Customer funds also include any transit accounts that are used to transfer the Customer funds to the Omnibus Trust Accounts.
3. The Customer funds in accordance with Sections I. 1. and I. 2. of these Special Terms and Conditions are protected by the deposit guarantee of the respective Trust Banks. The Customer can see from the Application at which Trust Banks his funds are held. In addition, the Customer can view and download the corresponding information sheets for the depositor of the respective Trust Bank in the Application or on the Trade Republic website.

On the basis of the trust agreement, Trade Republic is only obliged to return the Customer's credit balance held in Omnibus Trust Accounts that Trade Republic itself can demand on the basis of the respective account agreement with the Trust Banks. As a result, the Customer bears the insolvency risk of the respective Trust Banks, insofar as Trade Republic cannot realize the claim for payment of the credit balance in the insolvency of the Trust Bank managing the respective collective trust account either against the deposit guarantee of the Trust Bank or against the insolvency administrator of the Trust Bank within the framework of the insolvency proceedings.

#### II. Settlement

1. Trade Republic settles the transactions carried out by the Customer, e.g. transactions in financial instruments or the use of the debit card, through the Customer's credit balance. In individual cases, it may happen that an order is executed at a price that exceeds the credit balance held by the Customer. Trade Republic does, for example, check the Customer's credit balance when the order is placed. However, it is possible that the order is actually executed at a higher price than the previous quote. In this case, the Customer must reimburse Trade Republic for the difference by paying-in money to his account.
2. Trade Republic shall show the Customer funds held in custody for the Customer in accordance with Section I. of these Special Terms and Conditions in the account maintained for the Customer. The mutual claims from the provision of services for the Customer are offset in this account and the current amount of the Customer's credit balance is determined on this basis. By separating the Customer funds for accounting purposes within the internal Customer account system and reporting them in the Customer's account, Trade Republic ensures that the Customer's credit balance is reported on a daily basis.

#### III. Omnibus Trust Accounts, duties of care of Trade Republic

1. In accordance with Section I. 1. and 2. of these Special Terms and Conditions, Trade Republic and the Customer agree on the safekeeping of Customer funds in one or, in principle, equally divided into two Omnibus Trust Accounts. The Customer agrees to the safekeeping of his funds in Omnibus Trust Accounts together with funds of other Customers.
2. Trade Republic and the Customer agree that the Customer's funds may be used for the account of other Customers.
3. Trade Republic must exercise due care and diligence in the selection, commissioning and regular monitoring of the Trust Banks and, as part of its duty of care, examine the need to allocate Customer funds to various third parties. In particular, Trade Republic must take into account the professional suitability and reliability as well as the relevant regulations and market practices of the Trust Banks in connection with the holding of Customer funds.
4. To this end, Trade Republic has made internal organizational arrangements and agreements with the Trust Banks in order to
  - a. to ensure that the funds held by Trade Republic are allocated to the individual Customers at all times through records and correct accounting (i.e. in particular through the accounting segregation of Customer funds within the internal Customer account system),

- b. to regularly reconcile its records and books with the records of the Trust Banks; in particular, Trade Republic has the right to inspect and access the Omnibus Trust Accounts at any time in accordance with the agreements with the Trust Banks.
- 5. Trade Republic has disclosed to the Trust Banks the existing trustee relationship with the Customers when opening the Omnibus Trust Accounts. In the event of Trade Republic's insolvency, the funds are thus protected from access by Trade Republic's insolvency administrator. Trade Republic therefore holds the Customer funds separately from Trade Republic's own funds.
- 6. Trade Republic will inform the Customer immediately in the Application about the Trust Banks with which the Customer's funds are held.

**IV. Interest**

- 1. Subject to sentence 2 of this section IV. 1, Trade Republic shall forward to the Customer possible interest on credit balances on the trust accounts. Notwithstanding the statutory provisions of the law on agency rights, Trade Republic and the Customer agree that the scope and further details of the forwarding of interest will be shown in the Application or in the pricing scheme after activating interest in the Application.
- 2. In addition to the forwarding of interest pursuant to section IV. 1., Trade Republic shall be entitled, but not obligated, to grant the Customer an interest top-up (hereinafter the "**Program**"). This Program increases the interest rate displayed within the Application that applies to the Customer's credit balance.

Any further details of the Program, such as the fulfillment of specific eligibility criteria (e.g., minimum monthly deposit amounts, salary payments), shall be specified in the Application and/or the pricing scheme.

Trade Republic may terminate the Program at any time subject to a notice period of 2 weeks.

- 3. Trade Republic also reserves the right to invoice the Customer in whole or in part for the expenses incurred due to so-called negative interest (custody fee of the respective Trust Bank) at its reasonable discretion in accordance with Section 315 BGB. This will be announced in good time in advance in the Application or in the pricing scheme.

# **Appendix 4**

## **Special Terms and Conditions for the Execution of Customer Orders**

### **Trade Republic Bank GmbH**

## Appendix 4

### Special Terms and Conditions for the Execution of Customer Orders

#### I. Classification of Customers, execution venues

Trade Republic only offers its services to private Customers and therefore classifies its Customers as private Customers. This Customer group enjoys the highest level of legal protection. As Trade Republic is interested in the efficient and cost-effective execution of orders in financial instruments and wishes to offer attractive conditions, Trade Republic works with a small number of selected execution venues and counterparties. As a result, the Customer can only select one execution venue or a limited number of counterparties for a particular financial instrument. Details of the available execution venues and counterparties for transactions in financial instruments are contained in Trade Republic's execution principles, which are set out separately in the Special Terms and Conditions for securities transactions with Execution policies (Appendix 5), and in the Application. This may mean that trading is not possible at short notice if the connected trading venue fails. Although Trade Republic endeavours to avert this by using alternative trading venues, this cannot be guaranteed.

#### II. Validity of the Special Terms and Conditions

The Special Terms and Conditions for securities transactions with Execution policies (Appendix 5) apply to the trading of securities offered and to the management of the Custody Account. The Special Terms and Conditions for the Provision of Crypto-Asset Services (Appendix 7) apply to trading in Crypto-Assets.

#### III. Authorisation of orders, right of refusal

Orders are authorised after logging in via the Application by means of Customer authentication. This requires two factors in accordance with the current authentication procedures published on the Trade Republic website and visible in the Application. In this respect, reference is made to Sections III. 2. and III. 3. of the Framework Agreement.

To authorise an order, the Customer must first select a financial instrument to buy or sell in the Application. The Customer can call up the process up to the binding order placement and the options for cancelling orders that have already been placed in the Application.

Trade Republic has the right to refuse to accept orders for securities as well as orders for Crypto-Assets and other financial instruments from the Customer for the purchase or sale of corresponding financial instruments. A corresponding rejection will be displayed to the Customer in the Application. No principal brokerage agreement for the specific transaction between Trade Republic and the Customer is concluded before an order is accepted in the Application.

#### IV. Savings Plans

The Customer also has the option of concluding Savings Plans for certain financial instruments designated for this purpose by Trade Republic via the Application. The Customer can call up a list of the financial instruments permitted for a Savings Plan in the Application. The Special Terms and Conditions for Savings Plans (Appendix 6) apply to the Savings Plans offered in financial instruments.

#### V. Safekeeping of financial instruments, Custody Account transfer

In principle, the Customer may only hold financial instruments in their Custody Account which have been purchased through Trade Republic. Custody Account transfers can only be requested in the Application. Trade Republic is not obliged to accept the transfer of financial instruments from another custody account. If the Customer requests a transfer of financial instruments to the Customer's Custody Account that are not tradable via the execution venues available via Trade Republic, Trade Republic will reject such a request. The same applies to financial instruments that cannot or can no longer be held in custody by the custodians used by Trade Republic and its service providers. Before requesting a Custody Account transfer to their Custody Account, the Customer must obtain information from Trade Republic as to whether the financial instruments to be transferred are tradable on the execution venues available via Trade Republic. The Customer is obliged to compensate Trade Republic for any additional expenses incurred as a result of the order to transfer financial instruments outside Trade Republic's trading universe and for any losses incurred as a result. Crypto-Assets acquired via the Application will be held in Omnibus Wallets (as defined in Part B of Appendix 7) by Trade Republic.

#### VI. Registered shares, entry in the share register

If a Customer holds registered shares in their Custody Account, he can only exercise his rights arising from the shares (e.g. participation in the Annual General Meeting) under the German stock corporation law if the Customer is entered in the company's share register in good time. The Customer must independently check the extent to which an entry in the share register or the notification of Customer-related data to the stock corporation is necessary to exercise his shareholder rights. Trade Republic forwards the Customer-related data

required for entry in the share register to a domestic stock corporation if the Customer selects "Enter share register" in the menu settings of the Application for their Custody Account, or otherwise within the scope of Trade Republic's legal obligations. In this case, domestic stock corporations will generally enter the Customer in the share register. In the case of foreign stock corporations, Trade Republic will transfer Customer-related data to the relevant stock corporations within the framework of the legal requirements applicable to Trade Republic in the event of the selection described above. Otherwise, data will be passed on within the framework of mandatory legal obligations.

**VII. Target market review**

Trade Republic is obliged under Section 63 (5) WpHG to assess the compatibility of the securities offered by Trade Republic with the needs of its Customers, also taking into account the target market. The target market defines the investors to whom the issuer of a security is directed. When determining the target market, the typical investment objectives (including the investment horizon), the knowledge and experience typically required by the Customer to understand the risks of the respective security and the typically required risk appetite must be taken into account. Trade Republic will use the information requested from the Customer relating to the Customer's knowledge and experience of transactions in certain types of securities when placing purchase orders for securities. Trade Republic will not use any other information provided by the Customer in any other way. Therefore, Trade Republic will only check whether the Customer belongs to the target market of the respective security according to the information provided by him with regard to his knowledge and experience. If, based on the information provided by the Customer, Trade Republic comes to the conclusion that the Customer does not have the required knowledge and experience, Trade Republic will inform the Customer accordingly.

**VIII. Basic information document**

The "Basic information about securities and further capital investments" contains important information on how the financial instruments available via the Application work and on the associated typical risks of loss. This basic information document is placed in the Customer's Mailbox (Timeline) when the Framework Agreement is concluded and the Customer can call it up at any time via the Application. Information on the Crypto-Assets available via the Application can be found in the Special Terms and Conditions for the Provision of Crypto-Asset Services (Appendix 7).

**IX. Financial instruments not or no longer supported**

The Customer has no claim against Trade Republic for the trading of financial instruments that are not or no longer supported by the trading partners. Financial instruments in the Customer's Custody Account that are no longer supported by the trading partners must be transferred by the Customer immediately, as far as possible, to another securities account of the Customer with a financial institution authorised in the European Union and/or otherwise sold. If the Customer fails to do so, Trade Republic shall be entitled to sell the financial instruments and shall transfer the proceeds of the sale, less the costs of sale, to the Customer's designated account.

**X. Fractions of financial instruments**

Fractions of a financial instrument may be acquired during order execution if the amount of money selected by the Customer divided by the market price of a financial instrument at the time of execution does not result in a natural number. In this case, fractions of the financial instrument are booked to the Customer's Custody Account and the Customer becomes part of a co-ownership in this financial instrument.

If the Customer places an order to sell the fractions booked in their Custody Account, he forms a co-ownership in this financial instrument together with other selling Customers.

If the fractions of a financial instrument booked in a Customer's Custody Account add up to a whole number of shares as a result of several executions of orders to purchase this financial instrument, the financial instrument is booked in the corresponding number in the Customer's Custody Account and the Customer loses the rights to the previous fractional share.

The Customer cannot have these fractions booked in their Custody Account transferred to another securities account held by the Customer with a financial institution authorised in the European Union. If the Customer requests the transfer of the relevant class of securities in the Application, no fractions will be transferred, but they will be sold and the proceeds credited to the Customer's account balance. Distributions, dividends and other payouts are credited pro rata for fractions.

The Customer may also not exercise any voting rights or other ownership rights from fractional shares. Fractions of registered shares held cannot be entered in the share register. By acquiring further fractional shares, the Customer can receive whole shares in total, so that a subsequent entry in the share register can be made at the Customer's request.

Trade Republic enables the Customer to participate in corporate actions for securities fractions, insofar as this is feasible. Cash dividends, for example, are paid out to the Customer in proportion to the fractional share booked. Fractions do not, however, participate in certain other corporate actions. The structure of the corporate actions is the responsibility of the respective issuer. Trade Republic has no influence on this.

#### **XI. Waiver by the Customer to forward payments**

Trade Republic may receive payments from providers of financial instruments (e.g. providers of ETFs; hereinafter each "**Provider**") in connection with the purchase of such financial instruments by Customers. The amount of the payments depends on individual agreement with the respective Provider. These payments are legally permissible. Trade Republic uses these payments to offer Customers with the cost-effective and technically advanced services in the Framework Agreement. The Customer and Trade Republic agree-by way of deviation from the statutory provisions of agency law (Sections 675, 667 BGB, Section 384 HGB), that the Customer has no claim to forwarding of such payments. The Customer expressly agrees that Trade Republic may collect and retain these payments. Without this agreement, and assuming the applicability of agency law to the services provided by Trade Republic under the Framework Agreement, Trade Republic would be required to forward such payments to the Customer.

#### **XII. Indicative buying and selling prices**

For buy or sell orders in financial instruments, please note that the prices displayed in the Application are only indicative buy and sell prices or quotes of the Execution Venue. Trade Republic and the Execution Venues cannot guarantee the execution of a buy or sell order at the prices displayed.

# **Appendix 5**

## **Special Terms and Conditions for securities transactions with Execution Policies**

### **Trade Republic Bank GmbH**

## Appendix 5

### Special Terms and Conditions for securities transactions with Execution Policies

These Special Terms and Conditions apply to the purchase or sale and custody of securities, even if the rights are not securitized in certificates (hereinafter "**Securities**").

#### I. Appropriateness test

1. Trade Republic is responsible for carrying out an appropriateness test.
2. Trade Republic classifies the Customer in a personal risk class for the purpose of the appropriateness test pursuant to Section 63 (10) sentence 3 WpHG on the basis of the information provided by the Customer regarding his knowledge and experience in relation to transactions in financial instruments. If the risk class of the financial instrument is higher than the Customer's personal risk class, Trade Republic will warn the Customer that he may not have the necessary knowledge and experience to adequately assess the risks associated with the financial instrument the Customer wishes to purchase. After this warning, the Customer can decide whether the purchase should nevertheless be executed. In this case, Trade Republic reserves the right not to admit the Customer to this transaction in the financial instrument.
3. Trade Republic also performs only a limited appropriateness check with regard to the target market in accordance with Section 63 (5) WpHG. In the case of purchase orders for financial instruments, Trade Republic will use the information requested from the Customer, which relates to his knowledge and experience in relation to transactions with certain types of financial instruments. Trade Republic will not take into account any other information provided by the Customer. Trade Republic will therefore only check whether the Customer belongs to the target market of the respective financial instrument with regard to his knowledge and experience. If, based on the information provided by the Customer, Trade Republic comes to the conclusion that the Customer does not belong to the target market of the respective financial instrument with regard to his knowledge and experience, Trade Republic will inform the Customer accordingly. It is in the Customer's interest to answer the request for information for the purpose of the appropriateness test accurately and completely.
4. Notwithstanding the appropriateness checks, Trade Republic recommends that Customers obtain an overview of the respective risks of the prospective securities or Crypto-Asset transaction by means of the basic information and information sheets provided and, if necessary, by means of further information from the issuer (e.g. securities prospectus) or from third parties (e.g. publications in the trade press).
5. In accordance with Section 63 (11) WpHG, Trade Republic does not carry out an appropriateness test with regard to the following financial instruments:
  - Shares admitted to trading on an organized market, on an equivalent market in a third country or on a multilateral trading facility,
  - Bonds and ETFs, provided they are not complex financial instruments.

#### II. Execution of securities transactions as principal brokerage business (*Finanzkommissionsgeschäft*)

##### 1. Execution with other market participants or central counterparties

Subject to Section II. 2. of these Special Terms and Conditions, Trade Republic concludes a buy or sell transaction (execution transaction) with another market participant or a central counterparty for the account of the Customer within the framework of the broking or instructs another broking agent (intermediate broking agent) to conclude an execution transaction. In the context of electronic trading on an exchange, the Customer's order may also be executed directly against Trade Republic or the intermediate broking agent if the conditions of exchange trading permit this.

As soon as an execution transaction has been concluded with another market participant or a central counterparty, payment and booking take place within the settlement periods applicable to the respective execution venue. Trade Republic credits traded securities to the Custody Account or debits the Custody Account accordingly.

##### 2. Execution by self-entry from Trade Republic

Trade Republic may, at its sole discretion, deliver or acquire some or all of the relevant securities itself.

#### III. Execution policies for securities transactions

Trade Republic executes securities transactions in accordance with its applicable execution policies. Trade

Republic shall inform the Customer of these execution policies. The currently applicable execution policies are attached to these Special Terms and Conditions. Trade Republic will change the execution policies on an ongoing basis in accordance with regulatory requirements and inform Customers of changes to the execution policies in the Mailbox (Timeline).

#### **IV. Practices; Information; Price**

##### **1. Validity of legal provisions; Practices; terms and conditions**

Execution transactions are subject to the legal provisions and terms and conditions applicable to securities trading at the execution venue (hereinafter referred to as "**Practices**"); in addition, any general terms and conditions and other contractual terms and conditions of Trade Republic's contractual partner shall apply.

##### **2. Information**

- 2.1. Trade Republic provides the Customer with a securities settlement in the Mailbox (Timeline) for the execution of the order as soon as possible (at the latest on the first business day after execution). If no settlement can be provided immediately after execution of the order, the Customer will first be sent an execution notification. For regularly executed Customer orders in connection with units of an investment fund, Trade Republic sends the customer a securities settlement for the relevant transactions at least every six months.
- 2.2. If the Customer's order was executed directly in electronic trading on a stock exchange against Trade Republic or the intermediate broking agent, no separate notification is required.
- 2.3. The Customer waives the receipt of a declaration of the exercise of Trade Republic's right to partially or fully intervene for the delivery or takeover of securities (see Section II. 2. of these Special Terms and Conditions).

##### **3. Price of the execution transaction; fee; expenses**

Trade Republic shall invoice the Customer for the price of the execution transaction. Trade Republic is entitled to invoice the agreed fee. A possible claim by Trade Republic for reimbursement of expenses is governed by the statutory provisions.

#### **V. Requirement of a sufficient account balance; Custody Account balance**

Trade Republic has the right to refuse to accept orders from the Customer for the purchase of corresponding financial instruments. The Customer will be notified of any such rejection in the Application. No brokerage agreement for the specific transaction is concluded between Trade Republic and the Customer before acceptance of an order or an order in the Application. If Trade Republic accepts an order, Trade Republic is nevertheless only obliged to execute the order or to exercise subscription rights to the extent that the Customer's credit balance in their account or the Customer's Custody Account balance is sufficient for execution and no other provisions of the Framework Agreement prevent execution. If Trade Republic does not execute the order in whole or in part, Trade Republic shall inform the Customer immediately.

#### **VI. Validity period of unlimited price orders**

An unlimited price order is only valid for one trading day; an unlimited price order cannot be placed outside the trading hours offered by Trade Republic, which Trade Republic publishes on its website and can be viewed in the Application. If the order is not executed, Trade Republic shall notify the Customer immediately.

#### **VII. Validity period of price limited price orders**

A price limited order is valid until the close of trading of the period selected by the Customer, unless the price limited order is deleted by the execution venue. Trade Republic will inform the Customer of the period of validity of his order in the order confirmation and of any deletion of the order. The Customer is obliged to delete price limited orders if the Customer's account does not have sufficient funds to execute the order for the duration of the price limited order. If the Customer does not comply with this obligation, Trade Republic is entitled to delete affected orders with price limits for the Customer.

#### **VIII. Validity period of orders to buy or sell subscription rights**

Unlimited orders to buy or sell subscription rights are valid for the duration of subscription rights trading. Limited price orders to buy or sell subscription rights expire at the end of the penultimate day of subscription rights trading. The period of validity of orders to buy or sell foreign subscription rights is determined by the relevant foreign Practices. Section XVI. 1. of these Special Terms and Conditions applies to the treatment of subscription rights that are part of the Customer's Custody Account on the last day of subscription rights trading.

#### **IX. Expiry of current orders**

**1. Dividend payments, other payments, granting of subscription rights, capital increase from company funds**

Limited price orders for the purchase or sale of financial instruments at German domestic Execution Venues shall expire in the event of dividend payments, other payments and distributions, the granting of subscription rights or a capital increase from company funds, at the end of the trading day on which the financial instruments are last traded including the aforementioned rights, provided that the respective regulations of the execution venue provide for an expiration of orders. In the event of a change in the pay-in ratio of partly paid financial instruments or in the par value of financial instruments and in the event of a share split, limited price orders shall expire at the end of the trading day preceding the day on which the financial instruments are listed with the increased pay-in ratio or with the changed par value or split.

**2. Suspension of quotation**

If price quotation is suspended at a German domestic Execution Venue due to special circumstances relating to the issuer (hereinafter referred to as "**Suspension of Quotation**"), all Customer orders to be executed at this Venue for the affected Securities shall lapse, provided that the rules of the Execution Venue stipulate this.

**3. Execution of Customer Orders at Foreign Execution Venues**

When executing Customer orders at foreign Execution Venues, the market practices (Usancen) of those venues shall apply.

**4. Notification**

Trade Republic will promptly inform the Customer of the expiry of a Customer order via the Mailbox (Timeline).

**X. Liability**

**1. Liability of Trade Republic for broking transactions**

The Customer can view the liability rules and exclusions applicable to the respective Execution Venue in the Application prior to placing an order. Until the conclusion of an execution transaction, Trade Republic is only liable for the careful selection and instruction of an intermediary broking agent. In all other respects, the provisions of the agency contracts law in the BGB and the commission business law of the HGB shall apply.

**2. Liability for unauthorised orders prior to the blocking notification**

If unauthorised dispositions prior to the blocking notification (see Section III. 5. of the Framework Agreement) are based on the use of a lost or stolen credential (see Section III. 2.4. of the Framework Agreement) or on other misuse of the credential and if Trade Republic has suffered damage as a result, the Customer and Trade Republic shall be liable in accordance with the statutory principles of contributory negligence.

**3. Liability for unauthorised disposals from the blocking notification onward**

As soon as Trade Republic has received a blocking notification from the Customer, it shall assume all losses arising thereafter from unauthorised disposals. This does not apply if the Customer has acted fraudulently.

**4. Disclaimer**

Liability claims are excluded if the circumstances giving rise to a claim are based on an unusual and unforeseeable event over which the party invoking this event has no influence and the consequences of which could not have been avoided by it despite exercising due care.

**XI. Settlement of securities transactions in Germany as a rule**

Trade Republic fulfills securities transactions in Germany, unless the following conditions or another agreement provide for acquisition outside Germany.

**XII. German domestic acquisition**

In the case of German domestic settlement, Trade Republic provides the Customer with co-ownership of the collective custody (Girosammel-Depotgutschrift – hereinafter "**GS-Credit**"), provided that the Securities are admitted to collective safe custody at the German central securities depository (Clearstream Banking AG).

**XIII. Acquisition outside of Germany**

Foreign Securities are generally held in custody in the home market of the security in question or in the country in which the purchase was made. The country in which Trade Republic holds the Securities can be seen from the respective Securities statement that Trade Republic provides to the Customer.

**1. Acquisition agreement**

Trade Republic acquires Securities outside of Germany if (1) Trade Republic, as a commission agent, executes buy orders in German domestic or foreign Securities outside of Germany or (2) Trade Republic, as a commission agent, executes buy orders in foreign Securities that are traded on the exchange or OTC in Germany but are usually acquired outside of Germany.

**2. Involvement of intermediary custodians**

Trade Republic will arrange for the Securities acquired outside of Germany to be held in custody outside of Germany. For this purpose Trade Republic will engage another German domestic or foreign custodian or entrust one of its foreign branches with this task. The safekeeping of the Securities is subject to the legal provisions and Market Practices of the place of safekeeping and the general terms and conditions applicable to the foreign custodian(s).

**3. Securities held on a trust-custody basis (*Wertpapierrechnung*)**

Trade Republic will, at its due discretion, while safeguarding the interests of the Customer, procure ownership or co-ownership of the Securities or another equivalent legal status customary in the country of custody and hold this legal status in trust for the Customer. For this purpose, it shall issue the Customer with a credit note in the Custody Account (*Gutschrift in Wertpapierrechnung* - hereinafter "**WR-Credit**") stating the foreign country in which the Securities are located (so-called country of deposit).

**4. Cover holding**

Trade Republic is only required to fulfill the Customer's delivery claims arising from the WR-Credit issued to the Customer from the cover holdings maintained by Trade Republic outside of Germany. The cover holding consists of the Securities of the same class held in custody in the country of custody for the Customer and for Trade Republic. A Customer to whom a WR-Credit has been issued therefore bears proportionally all economic and legal disadvantages and damages which should affect the cover holding as a result of force majeure, riot, acts of war and natural disasters or through other access by third parties outside of Germany for which Trade Republic is not responsible or in connection with dispositions by German domestic or foreign authorities.

**5. Treatment of the consideration**

If a Customer has to bear disadvantages and damages to the cover holdings according to the above clause XIII. 4. of these Special Terms and Conditions, Trade Republic is not obliged to refund the purchase price to the Customer.

**XIV. Custody Account statement**

The Customer can create a custody account statement for a time period in the Application via self-service.

**XV. Redemption of securities/sheet renewal**

**1. German domestic securities held in custody**

In the case of securities held in German domestic custody, Trade Republic shall ensure the redemption of interest coupons, dividend coupons, income coupons and redeemable securities at maturity. The equivalent value of interest coupons, dividend coupons, income coupons and redeemable securities of any kind will be credited subject to Trade Republic receiving the amount, even if the securities are payable at Trade Republic itself. Trade Republic procures new interest, dividend and income coupons (so-called coupon renewal).

**2. Securities held outside of Germany**

The obligations set out in section XV. 1. of these Special Terms and Conditions are incumbent on the foreign custodian in the case of securities held in custody outside of Germany.

**3. Drawing and termination of bonds**

In the case of bonds held in domestic custody, Trade Republic monitors the time of redemption as a result of drawing and cancellation on the basis of the publications in the "Wertpapier-Mitteilungen". In the case of a draw for redeemable bonds held in custody outside of Germany, which is carried out on the basis of their deed numbers (number draw), Trade Republic will, at its discretion, either assign deed numbers to the Customer for the Securities credited to the Customer in Custody Account for the draw purposes or, in an internal draw, allocate the amount attributable to the holdings of the Customers. This internal draw shall be carried out under the supervision of a neutral auditing agency; it may instead be carried out using an electronic data processing system, provided that a neutral draw is guaranteed.

**4. Redemption in foreign currency**

If interest coupons, dividend coupons and income coupons as well as matured Securities are redeemed in

foreign currency or units of account, Trade Republic will credit the redemption amount to the Customer's account in this currency, provided that the Customer maintains an account in this currency. Otherwise, Trade Republic will credit the Customer's account in Euro, unless otherwise agreed.

**XVI. Treatment of subscription rights; warrants; convertible bonds**

**1. Subscription rights**

Trade Republic shall notify the Customer of the granting of subscription rights if an announcement to this effect has appeared in the "*Wertpapier-Mitteilungen*". If Trade Republic has not received any other instructions from the Customer by the end of the penultimate day of trading in subscription rights, Trade Republic shall sell all domestic subscription rights belonging to the Customer's Custody Account in the best possible way; Trade Republic may have foreign subscription rights sold in the best possible way in accordance with the Practices applicable outside of Germany.

**2. Option and conversion rights**

Trade Republic will notify the Customer of the expiry of rights from warrants or conversion rights from convertible bonds with a request for instructions if reference has been made to the expiry date in the "*Wertpapier-Mitteilungen*".

**XVII. Forwarding of messages**

If information concerning the Customer's securities is published in the "*Wertpapier-Mitteilungen*" or if such information is provided to Trade Republic by the issuer or by its foreign custodian/intermediary, Trade Republic shall notify the Customer of this information insofar as it may have a significant impact on the Customer's legal position and notification of the Customer is necessary to protect his interests. In particular, it will provide information on statutory settlement and exchange offers, voluntary purchase and exchange offers or reorganization procedures. Notification may be omitted if the information has not been received by Trade Republic in good time or if the measures to be taken by the Customer are not economically justifiable because the costs incurred are disproportionate to the Customer's potential claims.

**XVIII. Audit obligation of Trade Republic**

Trade Republic uses the announcements in the "*Wertpapier-Mitteilungen*" to check once when securities certificates are deposited whether they are affected by notifications of loss (so-called opposition), payment blocks and the like. The check for the imposition of a notice to cancel securities certificates also takes place after they have been deposited.

**XIX. Exchange, derecognition and destruction of certificates**

**1. Instrument conversion**

Trade Republic may comply with a request to submit securities certificates published in the "*Wertpapier-Mitteilungen*" without prior notification of the Customer if this submission is obviously in the Customer's interest and does not involve an investment decision (e.g. following the merger of the issuer with another company or if the contents of the securities certificates are incorrect). The Customer will be informed of this.

**2. Derecognition and destruction after loss of securities status**

If the securities certificates held in safe custody for the Customer lose their status as Securities due to the expiry of the rights evidenced therein, they may be deregistered from the Customer's Custody Account for the purpose of destruction. As far as possible, certificates held in safe custody in Germany shall be made available to the Customer upon request. The Customer shall be informed of the deregistration, the possibility of delivery and the possible destruction. If the Customer does not give any instructions, Trade Republic may destroy the documents after a period of two months after sending the notification to the Customer.

**XX. Liability in connection with safekeeping**

**1. German domestic custody**

In the case of custody of securities in Germany, Trade Republic is liable for any fault on the part of its employees and the persons it calls in to fulfill its obligations. If the Customer is granted a GS-Credit, Trade Republic is also liable for the fulfillment of the obligations of Clearstream Banking AG.

**2. Custody outside of Germany**

In the case of custody of securities outside of Germany, Trade Republic's liability is limited to the careful selection and instruction of the foreign custodian or intermediate custodian commissioned by it. In the case of intermediate custody by Clearstream Banking AG or another domestic intermediate custodian as well as custody

by its own foreign branch office, Trade Republic shall be liable for the fault of the latter.

**XXI. Miscellaneous**

**1. Request for information**

Foreign securities that are acquired or sold outside of Germany or that a Customer of Trade Republic has held in custody in Germany or outside of Germany are regularly subject to a foreign legal system. The rights and obligations of Trade Republic or the Customer are therefore also determined by this legal system, which may also provide for the disclosure of the Customer's name. Trade Republic shall provide corresponding information to foreign authorities insofar as it is obliged to do so; it shall notify the Customer accordingly.

**2. Deposits/transfers**

Securities that the Customer can trade via an execution venue to which Trade Republic is connected may be transferred to and stored in the Customer's Custody Account. If the Customer requests the safekeeping of securities outside of Germany, a WR-Credit note will be issued in accordance with these Special Terms and Conditions.

**3. Short-positions**

The Customer is not permitted to sell securities that are not held in the Customer's Custody Account with Trade Republic at the time of the transaction.

If a transaction results in a short position, Trade Republic may cancel the relevant orders on behalf of the Customer. Trade Republic is also entitled to settle any short positions at the Customer's expense by purchasing the relevant securities.

**4. Mistrades und Misquotes in the execution of orders via Trading Partners**

For the execution of broking orders placed by the Customer, Trade Republic uses, among others, the respective electronic trading system provided by the Execution Venues or trading partners (hereinafter referred to as "**Trading Partners**"). The agreements concluded with the Trading Partners provide for a reversal option in the event of the formation of prices, which are not in line with the fair market price.

If, in connection with the execution of a Customer order, the Trading Partner mistakenly uses an incorrect price as a basis due to a technically justified malfunction of the trading system or due to an operating error or similar reasons, which deviates significantly and obviously from the market-adequate price - the reference price - at the time of the conclusion of the transaction (mistrade or misquote), the Trading Partner is entitled to a contractual right of revocation/cancellation vis-à-vis Trade Republic. In this case, Trade Republic will also cancel the execution of the entire securities transaction vis-à-vis the Customer.

The Customer can view the regulations on mistrades or misquotes of the individual Execution Venues in the Application.

**5. Mistrades und Misquotes in the execution of orders via Trade Republic**

To the extent that Trade Republic itself executes Customer orders on its own account, either in part or in full, the parties reserve the right in each case to cancel trades that have been concluded due to erroneous quotes or on the basis of prices that are not in line with the market. In this case, the cancelling Party shall reverse the execution of the entire securities transaction vis-à-vis the other Party.

In particular, a quote shall be considered erroneous if it deviates significantly and obviously from the market-adequate price at the time the quote was placed due to a technically caused malfunction of the trading system or due to an operating error. The correction shall be made without undue delay after the error has been detected, at the latest 48 hours after execution of the Customer order.

Trade Republic, when deciding on a retroactive transaction cancellation, must take into account both the Customer's interest in a price that corresponds to the actual market situation and the Customer's confidence in the existence of the established and published price. In case of an immediate correction of the price after its entry, the Customer's interest in a price corresponding to the market situation regularly prevails.

The cancelling Party shall inform the other Party about the cancellation in written and electronic form.

### Execution Policy

Trade Republic is obliged to strive for the best possible execution of Customer orders (hereinafter referred to as "**Securities Orders**"). In this context, Trade Republic shall establish Execution Policies and inform the Customer of these Execution Policies prior to the first provision of investment services and obtain the Customer's consent to these Execution Policies.

#### Personal and material scope of Application

The principles of this Execution Policy apply to those Customers who have entered into a Framework Agreement with Trade Republic. They apply to Securities Orders placed by the Customer under the Framework Agreement.

#### Order execution

An order execution in this sense occurs when Trade Republic concludes a corresponding Execution Transaction with another party on an appropriate market by way of securities commission for the account of the Customer. Trade Republic is also authorised to commission another trading partner as an Intermediary Commission Agent with the Execution of the transaction.

Trade Republic offers various execution channels and Execution Venues for the execution of orders. Orders may be executed on exchanges or other trading venues, both in floor trading and in electronic trading on the other hand.

Trade Republic may, at its own discretion, deliver or take delivery of the relevant Securities itself, in whole or in part.

The Customer's claims for payment against Trade Republic are limited to Trade Republic's obligation as commission agent to hand over the commission received. The Customer shall bear the risk of insolvency of the issuer or producer of the relevant financial instrument.

#### Selection criteria

Trade Republic's selection criteria for the Execution Venues offered to the Customer are primarily based on the total fee resulting from the execution of the Securities Order at the Execution Venue for the Customer. The total fee results from the price of the security and all costs associated with the execution of the Securities Order. The costs to be taken into account when calculating the total fee include fees and charges of Trade Republic or the Execution Venue, costs for clearing and settlement and all other fees paid to third parties involved in the execution of the order.

Trade Republic will also consider other execution factors and relevant criteria such as market model, liquidity, speed and likelihood of execution, technical infrastructure, regulations and security of settlement when selecting its Trading Partners.

For the selection of Trading Partners, Trade Republic also considers existing exchange access, access to multilateral trading systems or access to liquidity pools or the Trading Partner's capacity as a systematic internalizer.

#### Execution venues

Trade Republic offers Customers only a limited selection of tradable securities, Execution Venues and execution channels. Trade Republic has decided to do so in order to be able to offer efficient and at the same time cost-effective execution of Securities Orders. A connection to several Execution Venues would entail considerable additional administrative effort for Trade Republic. Trade Republic would like to avoid the associated costs in the interests of its Customers. Trade Republic considers this approach to be generally suitable for an online broker who wants to enable low-cost Securities Orders to achieve a consistent best execution in the interests of the Customer. Trade Republic regularly reviews the price and execution quality of the connected Trading Venues.

If an Execution Venue is unavailable for execution (e.g. due to a trading venue failure), Trade Republic may route the Securities Order to another Execution Venue. Trade Republic provides comprehensive information in the Application as well as a detailed presentation of the fees for the Execution Venues offered and current price data. In addition, Trade Republic provides further information on the Execution Venues and Trading Partners offered in the Application. In particular, the Customer can also view the regulations on mistrades (see also Sections XXI. 4. and 5. of the Special Conditions for securities transactions with Execution Principles (Appendix 5) for the individual marketplace (see Legal documents//General documents//Trading Venues) that may be relevant in the case of an OTC execution. The Customer can view further information on the execution rules at the connected Execution Venue in the Application. Trade Republic may, at its own discretion, deliver or take over the Securities concerned, either partially or completely. The Customer expressly agrees to the execution outside of a trading venue within the meaning of Section 2 (22) WpHG.

#### Risks of trading outside trading venues

The execution of transactions in financial instruments outside of trading venues entails particular risks. There is no supervision comparable to stock exchange supervision. Price fixing is also not subject to any comparable supervision. Special regulations often apply, which are specified by the counterparty. These include, for example, conditions on the cancellation of concluded transactions in the event that the counterparty has mistakenly concluded

the transaction at a price that deviates significantly and obviously from the market price at the time the transaction was concluded (so-called mistrade regulations; see also Section XXI. 4. of the Special Terms and Conditions for securities transactions with Execution Principles (Appendix 5)). Accordingly, the contracting parties are obliged to cancel a legal transaction at the request of one of the parties and if the conditions laid down in the respective terms and conditions are met. The individual regulations for the definition of a mistrade and the cancellation of transactions vary depending on the contracting party. The Customer can always access them in the Application (see Legal documents//General documents//Trading Venues).

To the extent that Trade Republic, as counterparty to a transaction, executes the delivery or takeover of financial instruments, Trade Republic may cancel a transaction that Trade Republic has mistakenly concluded at a price that deviates significantly and obviously from the price that was in line with the market price at the time the transaction was concluded (so-called mistrade regulations; see also Section XXI. 5. of the Special Terms and Conditions for securities transactions with Execution Principles Appendix 5).

### Special Notes

The prices currently displayed in the Application for the securities (so-called quotes) are indicative and represent an invitation to submit offers. Securities trading transactions are only concluded when Trade Republic submits an offer to the trading partner on the basis of the Customer order to conclude securities trading transactions, which can be accepted by the trading partner at the current price or Trade Republic executes the delivery or acceptance of the securities itself.

The use of electronic tools for quote requests and the conclusion of transactions (so-called quote engines) by Customers is regarded by both Trade Republic and the trading partners as improper use of the trading system.

The "Analyst Rating" data and some metrics in the Application are provided by Refinitiv Copyright 2018 Refinitiv Holdings Limited (and affiliates where applicable).

### Review of the principles

Trade Republic reviews the Execution Policies on a regular basis, at least once a year. Trade Republic monitors the quoting and execution quality of the Execution Venues that can be selected by the Customer via the Application. Trade Republic carries out the review in particular if there is a significant change in the market environment, which could result in the need for changes with regard to the Execution Policy. The Customer can access the applicable Execution Policy in the Application. They are also available on the Trade Republic Website. Trade Republic will also post the amended Execution Policy in the Customer's Mailbox (Timeline) in the Application.

# **Appendix 6**

## **Special Terms and Conditions for Savings Plan**

### **Trade Republic Bank GmbH**

## Appendix 6

### Special Terms and Conditions for Savings Plan

#### I. Conclusion of a Savings Plan

1. The Customer may conclude a Savings Plan (i.e. the purchase of a specific class of financial instrument at predetermined instalments at regular intervals) in the Application for individual financial instruments approved by Trade Republic. A Savings Plan is concluded in the order entry screen of the Application for the selected financial instrument. The Customer must specify the frequency of order execution (e.g. monthly or quarterly) and the amount to be invested in each case.
2. After the conclusion of the Savings Plan the Customer receives an order confirmation from Trade Republic for the Savings Plan posted in the Mailbox (Timeline).

#### II. Execution of regular orders

1. Orders will be executed on the marketplace specified by the Customer, if possible on the execution days specified by the Customer and, if possible, for the amount specified by the Customer. In individual cases, an order may be directed (e.g. in the event of a failure of the trading venue, routing to the emergency trading venue) or executed on the following day (e.g. in the event of technical problems). Trade Republic will place the order on the marketplace on the execution day. The order is placed in the most optimal way on the marketplace, alongside other orders from other Customers, and executed for the financial instrument. In this regard, the Special Terms and Conditions for securities transactions with Execution policies (Appendix 5) and the Special Terms and Conditions for the Provision of Crypto-Asset Services (Appendix 7) govern the execution of orders. However, it is possible that a combination of orders may prove disadvantageous for a client in certain instances, particularly in cases where the execution of multiple orders may result in a price that differs from that of an individual Customer order due to the order size.
2. In the event that the execution day for a Savings Plan regarding a security falls on a weekend (Saturday or Sunday) or on a public holiday at the designated marketplace, the order shall be executed on the next business day on which the relevant marketplace is open.
3. A transaction will only be completed if the Customer has sufficient funds in the Trust Account on the day of execution, or if Trade Republic, at its own discretion, makes advance payments on behalf of the Customer. It should be noted that partial executions will not be permitted. In the event that an execution is not possible within a period of nine months due to insufficient funds, the Savings Plan will be terminated. The Customer will receive a message in the Mailbox (Timeline) regarding the termination. Furthermore, the Savings Plan can be cancelled by Trade Republic if an execution has been cancelled five times in a row due to insufficient funds. However, the stock of financial instruments saved up to that point will remain intact.
4. In the event that an order for a financial instrument is to be executed in several parts and at varying prices on the execution date (in particular, if a financial instrument of the same class is to be purchased for several Customers via a Savings Plan), Trade Republic will determine an average price for all Customers and settle the orders with the Customers at this average price.
5. It is possible that the amount of the executed savings instalment may be less than the amount originally specified in the Savings Plan. Furthermore, the Application of rounding techniques to a Savings Plan order, up to a fourth decimal place, could result in a discrepancy between the final savings instalment and the previously specified amount, with a potential reduction in the latter figure.

#### III. Fees

The fees for the Savings Plan are set out in the current pricing scheme and/or the Application.

#### IV. Modification and termination of an existing Savings Plan

1. Savings Plans can be changed in the Application at any time.
2. The Customer may modify or terminate the Savings Plan at any time, including the next scheduled savings instalment up until the day prior to the execution date, via the Application.
3. Trade Republic reserves the right to modify the selection of financial instruments eligible for the Savings Plan at any time and to exclude specific financial instruments from the list of eligible instruments for the Savings Plan. In the event of a modification or removal, it is not feasible to continue the selected Savings Plan.

**V. Direct debit**

1. Trade Republic offers direct debit collection in collaboration with a payment service provider, currently Adyen N.V. (HR 3259528; Simon Carmiggeltstraat 6-50, 1011 DJ, Amsterdam, Netherlands), which is also the payee. Trade Republic reserves the right to work with other payment service providers and will inform its Customers accordingly.
2. The Customer has the option of having the credit balance required for the execution of the Savings Plan transferred in a timely manner via direct debit from an account held for the Customer at another credit institution to their account held at Trade Republic. The payee is responsible for initiating the direct debit and specifying the amount of the respective payment. The account held for the Customer at another bank is debited with the direct debit amount, and the payee is credited with this amount. The next step is the transfer of the collected amount to the Customer's account at Trade Republic, which is then available for use in the Savings Plan.
3. In order to process direct debit collections, the Customer is required to provide the payee with a separate SEPA direct debit mandate, also known as the Single Euro Payments Area ("**SEPA**"). The Customer is required to provide a single account number in the SEPA direct debit mandate, which must correspond to the account they hold. By providing this authorisation, the Customer permits the account-holding bank with which the specified account is held ('Payer Bank') to process SEPA core direct debits from the payee. This authorisation also includes express consent for the payment service providers involved in the direct debit collection and any intermediaries to retrieve, process, transmit and store the Customer's personal data required for the execution of the direct debit. In the event that the Customer provides an account number that does not belong to them, Trade Republic and the payee are entitled to reject the payment, with the Customer being held liable for any resulting costs.
4. The SEPA direct debit mandate can be revoked by the Customer in writing via a declaration to the payee or the Payer Bank. This will result in subsequent direct debit collections no longer being authorised. If the revocation is made to the Payer Bank, it should also be made to the payee to ensure that no further direct debits are collected.
5. In the event of authorised payments, unauthorised payments, non-execution, incorrect or delayed execution of authorised payments and claims for damages due to breaches of duty, the Customer is required to assert the claim against the Payer Bank or the payee. The Customer is entitled to request further details from the Payer Bank or the payee regarding the assertion, scope and enforcement.

# **Appendix 7**

## **Special Terms and Conditions for the Provision of Crypto-Asset Services**

### **Trade Republic Bank GmbH**

**Appendix 7**  
**Special Terms and Conditions for the Provision of Crypto-Assets Services**

This Appendix 7 consists of the following components:

- Part A: Special Terms and Conditions for Trading in Crypto-Assets
- Part B: Special Terms and Conditions for Crypto Custody
- Part C: Trade Republic's Crypto Custody Policy
- Part D: Special Terms and Conditions for Crypto Transfer
- Part E: Special Terms and Conditions for Crypto Staking
- Part F: Special Terms and Conditions for Crypto Spending

The following Special Terms and Conditions apply to the provision of crypto-asset services by Trade Republic, if as such services are provided at the customer's country of residence.

**A. Special Terms and Conditions for Trading in Crypto-Assets**

The crypto-assets that can be traded at Trade Republic are "**Crypto-Assets**" within the meaning of Article 3 para. 1 number 5 of Regulation (EU) 2023/1114 on Markets in Crypto-Assets ("**MiCAR**").

Crypto-Assets give rise to different risks than Securities. Trade Republic has informed the Customer of these risks in the document entitled "Risk Information Crypto", which is available for the Customer in the Application.

**Services offered**

Trade Republic enables its Customers to trade selected Crypto-Assets (hereinafter also referred to as "**Crypto Transactions**") through their User Account in the Application.

**I. Execution of orders for Crypto-Assets on behalf of clients**

Trade Republic executes orders for its Customer as a crypto-asset service provider in the course of principal brokerage.

**1. Execution by means of another market participant**

Subject to Section I.2., Trade Republic concludes a purchase or sale transaction ("**Execution Transaction**") with another crypto-asset service provider for the account of the Customer and in accordance with the Customer's instructions, or commissions another crypto-asset service provider to conclude an Execution Transaction (hereinafter collectively referred to as the "**Crypto Execution Venue**").

**2. Execution by means of self-execution by Trade Republic**

Trade Republic may, at its sole discretion, deliver or take over the delivery of the respective Crypto-Assets itself, in whole or in part, by self-executing the Customer order (*Selbsteintritt*), thereby becoming the Customer's counterparty.

This shall also apply to the extent that no exchange or market price is officially determined for the respective Crypto-Assets.

Trade Republic self-executes the Customer order at the corresponding price of the order executed between Trade Republic and the Crypto Execution Venue.

**3. Execution Outside of Trading Platforms for Crypto-Assets**

The Customer expressly agrees that Trade Republic may execute Crypto Transactions outside of "trading platforms for crypto-assets" as defined in Article 3 para. 1 number 18 MiCAR.

**II. Crypto Execution Policy**

1. The Customer agrees to the execution of Crypto Transactions in accordance with Trade Republic's Crypto Execution Policy, the current version of which is available for informational purposes on Trade Republic's website.
2. Trade Republic will amend the Crypto Execution Policy on an ongoing basis in accordance with regulatory requirements and will inform Customers of the amendments to the Crypto Execution Policy in the Mailbox (Timeline).

**III. Market Practices; Notification; Price**

**1. Applicability of legal provisions; Market Practices; General terms and conditions**

Execution Transactions are subject to the legal provisions and any Market Practices applicable to Crypto Transactions at the Crypto Execution Venue; in addition, the general terms and conditions of Trade Republic's Crypto Execution Venue apply.

**2. Notification**

Trade Republic will inform the Customer without undue delay about the execution of the order. Section IV. 2. of Appendix 5 (Special Terms and Conditions for Securities Transactions with Execution Policies) shall apply accordingly.

The Customer waives receipt of a declaration of Trade Republic having exercised its right to self-execution, in whole or in full, for the delivery or acquisition of Crypto-Assets (Section I.2. of this Appendix 7).

**3. Price of the Execution Transaction; Fee**

Trade Republic invoices the price of the Execution Transaction to the Customer; Trade Republic is entitled to charge the agreed fee.

The fees stated in the pricing scheme and/or the Application at the time of the service apply.

**IV. Handling of Crypto-Asset Orders; Requirement of sufficient account balance; Crypto holdings**

Trade Republic has the right to refuse to accept orders for Crypto-Assets from the Customer. A corresponding rejection will be displayed to the Customer in the Application. No agreement, on behalf of clients, to purchase or sell the specific crypto-asset between Trade Republic and the Customer is concluded prior to the acceptance of a buy order in the Application. If Trade Republic accepts an order, Trade Republic is nevertheless obligated to execute the order or exercise subscription rights only to the extent that the Customer's credit balance or crypto balance is sufficient for execution. If Trade Republic does not execute the order in whole or in part, Trade Republic will inform the Customer without undue delay.

**V. Unlimited price orders**

An unlimited price order is always executed at the next available execution price ("best") on the Crypto Execution Venue. Customer orders placed with Trade Republic are therefore always executed at the next best price offered by the Crypto Execution Venue. This means that, especially during trading periods with low liquidity, there may be a significant difference between the price quoted in the Application and the actual execution price (so-called *Slippage*). Trade Republic independently sets minimum and maximum amounts for accepting orders on Crypto-Assets.

**VI. Temporal aspects of Crypto Transactions**

**1. Period of validity of unlimited Customer orders**

Orders are valid until the Customer order is either fulfilled or rejected at the Crypto Execution Venue or canceled by the Customer and Trade Republic confirms the cancellation.

**2. Trading hours**

In accordance with the valid customs for trading Crypto-Assets, there are no restrictions on trading hours in the Crypto Transactions at Trade Republic, except for blocking periods due to maintenance work. During the respective periods of maintenance work, trading of Crypto-Assets is not possible. The maintenance periods are shown in the Application. Therefore, the Customer must be aware that trading cannot be guaranteed continuously. The trading hours with Crypto-Assets have no influence on the trading hours of other asset classes at Trade Republic.

**VII. Expiration of current orders**

**1. Suspension of price fixing**

If pricing fails to occur at the Crypto Execution Venue due to special circumstances in the sphere of the

Crypto Execution Venue, all Customer orders for the relevant Crypto-Assets to be executed at this Crypto Execution Venue shall expire, if the terms and conditions of the Crypto Execution Venue provide for this.

## 2. Notification

Trade Republic will inform the Customer without undue delay about the expiration of the Customer order in the Application.

## VIII. Short selling

Crypto Transactions that constitute a so-called short sale, i.e., the sale of Crypto-Assets that are not in the authorized access of the Customer at the time of the transaction, are not allowed to the Customer. Should a short position occur after a transaction, Trade Republic may offset the Customer's negative position by purchasing the respective Crypto-Assets at the Customer's expense.

## IX. Liability

### 1. Liability of Trade Republic in commission transactions

Until the conclusion of an Execution Transaction, Trade Republic is only liable for the careful selection and instruction of another Crypto-Asset Service Provider as an Intermediary Commission Agent when commissioning such agent. Trade Republic assumes no liability for the quotes and market data provided by the Crypto Execution Venue. All quote and market data are provided for private use only. Commercial use is not permitted. In all other respects, the regulations of the BGB for orders and the HGB for commission law shall apply.

### 2. Liability for unauthorised orders prior to the blocking notification

If unauthorised dispositions prior to the blocking notification (see Section III. 5. of the Framework Agreement) are based on the use of a lost or stolen credential (see Section III. 2.4. of the Framework Agreement) or on other misuse of the credential and if Trade Republic has suffered damage as a result, the Customer and Trade Republic shall be liable in accordance with the statutory principles of contributory negligence.

### 3. Liability for unauthorised disposals from the blocking notification onwards

As soon as Trade Republic has received a blocking notification from the Customer, it shall assume all losses arising thereafter from unauthorised disposals. This does not apply if the Customer has acted fraudulently.

### 4. Disclaimer

Liability claims are excluded if the circumstances giving rise to a claim are based on an unusual and unforeseeable event over which the party invoking this event has no influence and the consequences of which could not have been avoided by it despite exercising due care.

## X. Settlement of the Crypto Transactions

1. Trade Republic settles Crypto Transactions within Germany, unless the following terms and conditions or another agreement provide for acquisition outside of Germany. For German domestic settlement, Trade Republic provides the Customer with a stock of Crypto-Assets held in the respective Omnibus Wallet (see Section I.2. of Part B of this Appendix 7). In this regard, Trade Republic determines on the basis of Crypto Transactions which Customers are entitled to which Crypto-Asset holdings in the Omnibus Wallets (see Section II. of Part B of this Appendix 7). In addition, Trade Republic instructs the Crypto Execution Venue to perform a peak settlement vis-à-vis Trade Republic or initiates a peak settlement to the Crypto Execution Venue. Trade Republic fulfills its Crypto Transactions obligation towards the Customers with the aforementioned instruction/initiation.
2. Trade Republic will display the Customer's crypto-assets within the Application. This inventory is not necessarily congruent with the crypto-assets held in custody for the Customer. In particular, the display of these assets does not mean that client orders in crypto-assets have already been settled with the Crypto Execution Venue.
3. The on-chain settlement of Crypto Transactions in distributed ledger networks requires the payment of so-called "**Transaction Fees**", which are usually paid in small fractions of the relevant crypto-asset. Trade Republic will cover Transaction Fees for the Customer when settling Crypto Transactions. For technical reasons, however, Transaction Fees must initially be paid from the Omnibus Wallet. This discrepancy is regularly reconciled by Trade Republic. Crypto-Assets held in the Omnibus Wallet may be temporarily used

to pay Transaction Fees in accordance with this provision.

**XI. Forwarding of messages**

If Trade Republic receives information from the Crypto Execution Venue that affects the Customer's Crypto-Assets, Trade Republic will notify the Customer of this information if it may have a significant impact on the Customer's legal position and notification of the Customer is necessary to protect the Customer's interests.

**XII. Request for information**

Crypto Execution Venues are usually subject to their own regulations. Rights and obligations of Trade Republic or the Customer are therefore sometimes also determined by these regulations, which may also provide for the disclosure of the Customer's name. Trade Republic will provide corresponding information to foreign bodies and the Crypto Execution Venue, insofar as it is obligated to do so; Trade Republic will notify the Customer about this.

**XIII. Mistrades and misquotes**

**1. Mistrades and misquotes in case of execution by another market participant**

For the execution of orders placed by the Customer, Trade Republic uses the electronic trading system provided by the Crypto Execution Venues. The contract concluded with the operator of the respective Crypto Execution Venue provides for a reversal option in the event of the formation of prices that are not in line with the fair market value. If, in connection with the execution of a Customer order, the Crypto Execution Venue mistakenly uses an incorrect price as a basis, which deviates significantly and obviously from the price that was appropriate for the market - the reference price - at the time the transaction was concluded (so-called mistrade or misquote), the Crypto Execution Venue has a contractual right of withdrawal/cancellation/adjustment vis-à-vis Trade Republic at its discretion. In this case, Trade Republic will also cancel or adjust the execution of the crypto order towards the Customer. The Customer can view the regulations on mistrades or misquotes of the individual Crypto Execution Venue in the Application.

**2. Mistrades and misquotes in case of self-execution by Trade Republic**

To the extent that Trade Republic itself executes Customer orders on its own account, either in part or in full, the parties reserve the right in each case to cancel trades that have been concluded due to erroneous quotes or on the basis of prices that are not in line with the market. In this case, the cancelling Party shall reverse the execution of the entire transaction vis-à-vis the other Party.

In particular, a quote shall be deemed to be erroneous if it deviates significantly and obviously from the market-adequate price at the time the quote was placed due to a technically caused malfunction of the trading system or due to an operating error. The correction shall be made without undue delay after the error has been detected, at the latest 48 hours after execution of the Customer order.

When deciding on a retroactive transaction cancellation, Trade Republic shall take into account both the Customer's interest in a price that corresponds to the actual market situation and the Customer's confidence in the existence of the established and published price. In case of an immediate correction of the price after its entry, the Customer's interest in a price corresponding to the market situation regularly prevails.

The canceling Party shall inform the other Party about the cancellation in written and electronic form.

**XIV. Taxes**

Trade Republic is not responsible for paying taxes on the Customer's sales proceeds. The Customer must seek tax advice independently. However, Trade Republic will provide the Customer with overviews of Crypto-Assets trading.

**B. Special Terms and Conditions for Crypto Custody****Services offered**

Trade Republic offers the provision of "custody and administration of Crypto-Assets for customers" within the meaning of Article 3 para. 1 no. 17 MiCAR (hereinafter: "**Crypto Custody Services**") within the scope of these Special Terms and Conditions. Accordingly, Trade Republic securely stores Crypto-Assets as well as the means of access to these Crypto-Assets in the form of private cryptographic keys for the Customer.

**I. Crypto Custody Services****1. Supported Crypto-Assets**

Trade Republic provides Crypto Custody Services exclusively in relation to a limited selection of tradeable Crypto-Assets which can be found in the Application ("**Supported Crypto-Assets**"). Trade Republic may decide in its reasonable discretion to no longer provide Crypto Custody Services in respect of Supported Crypto-Assets. Trade Republic will endeavor to inform the Customer of such an intention as soon as possible. In this case, the provision on extraordinary termination of the business relationship pursuant to Section XX.5. of the Framework Agreement shall apply mutatis mutandis to the Crypto-Asset that can no longer be held in custody, unless Trade Republic determines a longer period in individual cases.

**2. Omnibus Wallets**

Trade Republic holds the Crypto-Assets of all Customers in an omnibus digital account per Supported Crypto-Asset ("**Omnibus Wallet**"). This means that Crypto-Assets held in custody for different Customers are not segregated. Trade Republic will hold any own holdings in Crypto-Assets segregated from Customer holdings.

**II. Receiving and sending Crypto-Assets and wallet transfers**

Receiving and sending Crypto-Assets from and to third party wallets is governed by the Special Terms and Conditions for Crypto Transfers (Part D of this Appendix 7).

**III. Allocation of Crypto-Assets, display of inventory**

On the basis of the Crypto Transactions as defined in Part A of this Appendix 7, Trade Republic will keep records of the allocation of the Crypto-Assets held in the Omnibus Wallet to each Customer. Consequently, the records will show at any time which Crypto-Assets are held for which Customer.

Trade Republic will display the Customer's Crypto-Assets within the Application. As described in Section X. 2 of Part A of this Appendix 7, this inventory is not necessarily congruent with the Crypto-Assets held for the customer in the Omnibus Wallet. Trade Republic shall hold the Customer's Crypto-Assets in custody only after they have been delivered and allocated. Trade Republic shall hold the Customer's Crypto-Assets until Trade Republic reallocates them or, if relevant, until delivery to the Execution Venue.

**IV. Insolvency official, orders**

1. In case of Trade Republic's insolvency, statutory law applies. Further information on Crypto-Assets under insolvency law is set out in Part C of this Appendix 7.
2. Trade Republic is entitled to take any action that is appropriate and necessary to implement a government order against Trade Republic, which has as its object the transfer or sale of Crypto-Assets held with Trade Republic.

**V. Remuneration**

Trade Republic does not charge the Customer for Crypto Custody Services.

**VI. Transactions**

1. If a Customer purchases Supported Crypto-Assets via the Application, Trade Republic will (a.) book the purchased Crypto-Assets into the Omnibus Wallet after delivery or (b.) reallocate Crypto-Assets held in custody within the Omnibus Wallet in favor of the Customer.
2. If a Customer sells Crypto-Assets via the Application, Trade Republic will debit a corresponding amount of the Crypto-Assets allocated to the Customer in the Omnibus Wallet. Trade Republic may transfer the Crypto-Assets to a third party for the purpose of settling the sale of the Crypto-Assets by the Customer.

**VII. Restrictions of use**

The Customer shall not use the Crypto Custody Services for Money laundering and terrorism financing; gambling; sabotage, use of malicious software; or other illegal purposes.

**VIII. Liability**

1. Pursuant to Article 75 (8) MiCAR, Trade Republic is liable for the loss of any Supported Crypto-Assets or of the means of access to Supported Crypto-Assets as a result of an incident that is attributable to Trade Republic ("**Liability Incident**"). Trade Republic's liability shall be limited to the market value of the lost Supported Crypto-Asset at the time of the Liability Incident.
2. Trade Republic shall not be liable for the Liability Event if Trade Republic can prove that the Liability Event arose independently of Trade Republic's provision of Services, such as a problem inherent in the operation of the Distributed Ledger over which Trade Republic has no control.
3. Except as otherwise provided herein, Trade Republic's liability shall be subject to the provisions of the Framework Agreement.

**IX. Availability of services**

Trade Republic does not guarantee that Crypto Custody Services are available at all times. Trade Republic reserves the right to temporarily restrict or suspend Crypto Custody Services if this is necessary for technical or legal reasons. In such a case, Trade Republic will inform the Customer in advance, provided this is reasonably possible. The availability of Crypto Custody Services may also be restricted or interrupted due to maintenance work, IT updates or developments that are beyond the control of Trade Republic.

**X. Forks and other events**

1. It is possible that the underlying distributed ledger technology of a Supported Crypto-Asset changes (e.g. by a "fork" of the blockchain) and / or that Customer's rights attributable to the Supported Crypto-Asset are additionally created (e.g. by Airdrops) or changed (hereinafter collectively referred to as an "**Blockchain Event**").
2. If the Customer is entitled to additional Crypto-Assets as a result of a Blockchain Event ("**Blockchain Event Rewards**"), Trade Republic will make reasonable efforts to allocate Blockchain Event Rewards to the Customer and credit Blockchain Event Rewards to the Omnibus Wallet. Such allocation may not be possible due to factors beyond Trade Republic's control, such as technical support of Blockchain Event Rewards, tradability on the Crypto Execution Venue, security reasons, etc.
3. If Trade Republic determines, in its sole discretion, that allocating Blockchain Event Rewards to individual Customers is not reasonably possible, the Customer expressly waives any right to such allocation.
4. Trade Republic is under no obligation to inform the Customer of any Blockchain Events, or of any decisions made or actions taken in response to a Blockchain Event.
5. In the event that Trade Republic is no longer able to provide crypto-asset services with respect to a Supported Crypto-Asset ("**Delisted Crypto-Asset**"), Trade Republic shall inform the Customer in advance and shall set a deadline by which the Customer must sell their position in the Delisted Crypto-Asset. Trade Republic may depend on information from third parties, such as the Crypto Execution Venue, and can therefore only inform the Customer and set a deadline pursuant to the first sentence of this paragraph if and when such information has been made available to Trade Republic. Accordingly, the aforementioned deadline may be extremely short, which is why the Customer is advised to monitor their Crypto-Asset holdings at all times.
6. If the Customer fails to sell their Delisted Crypto-Asset position by the end of the deadline, Trade Republic shall be entitled to sell the Delisted Crypto-Asset position on behalf of the Customer. The proceeds from such sale, after deduction of any applicable fees or charges, will be credited to the Customer's Account.
7. Trade Republic shall not be liable for any losses or damages incurred by the Customer as a result of actions taken by Trade Republic in connection with a Delisted Crypto-Asset.

**XI. Description of the security systems**

According to Article 75 para. 1 lit. e) MiCAR, Trade Republic shall provide the Customer with a description of the used security systems.

Trade Republic employs a robust security framework to ensure the safe custody and controlled transaction of Crypto-Assets, in line with regulatory requirements.

The custody of Crypto-Assets is based on a distributed security process in which no single party has sole access to the information required to authorize a transaction. Crypto transactions may only be executed by designated employees and exclusively to wallet addresses that have been expressly authorized and pre-approved.

Furthermore, Trade Republic maintains comprehensive emergency recovery mechanisms to safeguard Crypto-Assets against operational disruptions, ensuring business continuity and rapid restoration in case of incidents.

Through these layered security measures — covering controlled transaction execution, cryptographic safeguards, and disaster recovery protocols — Trade Republic ensures a high standard of protection, minimizing risks of fraud, errors, and potential loss of Crypto-Assets, in full compliance with MiCAR.

**C. Trade Republic's Crypto Custody Policy**

Trade Republic provides its Customers, among other crypto-asset services, with the service of the custody and administration of Crypto-Assets on behalf of its clients.

Trade Republic has established and maintains a "**Crypto Custody Policy**" with internal rules and procedures to ensure the safekeeping or control of crypto-assets, or the means of access to those crypto-assets.

**I. Trade Republic's Crypto Custody Policy**

Trade Republic's Crypto Custody Policy is made available to the Customer in the Application.

**II. Summary of Trade Republic's Crypto Custody Policy**

Trade Republic herewith provides its Customers with a summary of its Crypto Custody Policy:

Trade Republic holds Crypto-Assets in omnibus wallets, in which the holdings of all Customers are jointly held for each tradable Crypto-Assets. On the blockchain, Customer holdings are therefore generally not separated; the separation is done in Trade Republic's books and records. Customers do not receive private keys. Individual Public Keys are made available upon request to enable Crypto Transfers.

To protect ownership rights and prevent misuse of Crypto-Assets, Trade Republic has implemented internal safeguards. Additionally, Trade Republic may delegate custody to MiCAR-regulated sub-custodians.

No single party has sole access to the private keys. This reduces risks such as key loss or unauthorized access. Emergency recovery procedures have been implemented.

Internal records capture all customer activities. Daily reconciliations with trading and custody partners ensure data consistency.

Crypto transactions are executed exclusively through approved wallets (whitelisting). Customers are continuously informed about their crypto transactions and holdings via the Application.

Operational processes follow a four-eyes principle wherever possible, supported by internal policies on security, access rights, and emergency management.

In the event of insolvency, Customers' Crypto-Assets are not part of Trade Republic's insolvency estate. They are transferred to a licensed crypto custodian in accordance with applicable law. Customers may object to this transfer, but in that case may bear the costs of segregation and transfer.

Customers receive electronic reports with information about their holdings via the Application.

The Crypto Custody Policy, including this summary, is regularly updated.

**D. Special Terms and Conditions for Crypto Transfers**

Trade Republic offers its Customers the provision of "transfer services for crypto-assets on behalf of clients" within the meaning of Article 3 para. 1 no. 26 MiCA (hereinafter: "**Crypto Transfer**") within the scope of these Special Terms and Conditions. Accordingly, Trade Republic is providing Crypto Transfers of crypto-assets on behalf of natural persons from one distributed ledger address or account to another.

This service is provided exclusively for private use, and any commercial use of Crypto Transfers is strictly prohibited.

**I. Execution of Crypto Transfers; Irreversibility**

1. Trade Republic provides Crypto Transfers for crypto-assets eligible for Crypto Transfers, as specified in the Application ("**Transferable Crypto-Assets**").
2. For technical reasons, Trade Republic may set minimum and maximum transfer amounts for Crypto Transfers.
3. Trade Republic executes Crypto Transfers in accordance with the protocol of the respective Transferable Crypto-Asset. Execution therefore also depends on the distributed ledger network (Blockchain), which lies beyond Trade Republic's control. Accordingly, Trade Republic does not guarantee that a Crypto Transfer will be successfully executed (for example, that it will be properly confirmed by the relevant distributed ledger network). Execution delays may also occur due to the inherent dependencies on the distributed ledger network.
4. Once executed, Crypto Transfers are irreversible. Trade Republic therefore encourages the Customer to carefully initiate Crypto Transfers and to ensure that wallet addresses and other relevant data are entered correctly.
5. Prices displayed in a fiat currency (e.g., Euro) in connection with Crypto Transfers are indicative only and based on the current market price of the respective Transferable Crypto-Assets.
6. Crypto Transfers involving crypto-assets that are the direct or indirect proceeds of any criminal, fraudulent, or unlawful activity (including, without limitation, terrorism or tax evasion) are strictly prohibited. The Customer shall indemnify and hold Trade Republic harmless from any losses, damages, or liabilities arising from such Crypto Transfers.

**II. Security Systems Used by Trade Republic; provision of data**

1. Trade Republic employs various security systems to safeguard Crypto-Assets in transit and at rest and uses industry-standard cryptographic measures to ensure the integrity and security of Crypto Transfers. The Customer can find more information on the implemented security systems for the provision of Crypto Custody Services in Part C of this Appendix 7 (Trade Republic's Custody and Administration Policy).
2. The execution of Crypto Transfers may also depend on the Customer providing information as reasonably requested by Trade Republic to ensure compliance with applicable regulations. Such requests may include, in particular:
  - information about the sender;
  - information about the transaction history of the Transferable Crypto-Assets;
  - information regarding the Third-Party Wallet (as defined in Section III. 1.below);
  - information about the source of funds;
  - information allowing the verification of the Customer's identity; and/or
  - information allowing the verification of the Customer's control over the Third-Party Wallet.

In such cases, Trade Republic informs the Customer accordingly in the Application.
3. Trade Republic reserves the right to reject, suspend or return a Crypto Transfer where compliance with applicable regulatory requirements cannot be ensured, including but not limited to cases in which the Customer fails to provide information requested by Trade Republic pursuant to the preceding paragraph. Trade Republic informs the Customer about the rejection, suspension or return of the Crypto Transfer in the Application.

**III. Inbound Crypto Transfers**

1. An inbound Crypto Transfer ("**Inbound Crypto Transfer**") refers to a transfer of Transferable Crypto-Assets by the Customer from a Customer's wallet, which is not managed by Trade Republic ("**Third Party Wallet**") to a wallet managed by Trade Republic.

2. If the Customer wishes to initiate an Inbound Crypto Transfer, the Customer must create a unique, individual wallet address in the Application ("**Receiving Wallet Address**"). The Customer can then initiate the Inbound Crypto Transfer from their Third Party Wallet to the Receiving Wallet Address.
3. In accordance with Section 1.2 of these Special Terms and Conditions, Trade Republic will round down any Inbound Crypto Transfer amount beyond the sixth decimal place. Customers are therefore advised to initiate Inbound Crypto Transfers only in supported denominations to avoid such mandatory rounding adjustments.
4. The Customer bears sole responsibility for the correct initiation of an Inbound Crypto Transfer from their Third Party Wallet to the Receiving Wallet Address. In particular, the Customer shall ensure to only initiate an Inbound Crypto Transfer for Transferable Crypto-Assets and that the Receiving Wallet Address is entered correctly.
5. Any fees incurred in connection with the initiation of an Inbound Crypto Transfer (including, without limitation, service fees charged by another crypto-asset service provider or fees imposed by the relevant distributed ledger network) shall be borne by the Customer.

**IV. Outbound Crypto Transfer**

1. An outbound Crypto Transfer ("**Outbound Crypto Transfer**") refers to a transfer of Transferable Crypto-Assets, held by Trade Republic on behalf of the Customer, to a Third Party Wallet.
2. In accordance with Section 1.2 of these Special Terms and Conditions, applicable minimum amounts for Outbound Crypto Transfers will be displayed to the Customer in the Application.
3. Trade Republic processes Outbound Crypto Transfers as instructed by the Customer ("**Outbound Crypto Transfer Instruction**").
4. Upon acceptance of an Outbound Crypto Transfer Instruction by Trade Republic, the Customer cannot modify or revoke it.

**V. Fees**

1. The execution of Crypto Transfers requires the payment of fees, which are charged by the distributed ledger network (the "**Transfer Fees**"). Transfer Fees are borne by the Customer.
2. Transfer Fees may vary based on factors such as transaction volume, the Transferable Crypto-Asset, and network congestion. Trade Republic has no influence on the amount of the Transfer Fees. Trade Republic will display an indication of Transfer Fees in the Application before the Customer initiates an Outbound Crypto Transfer.
3. Trade Republic is entitled to charge fees for the execution of Crypto Transfers. The fees stated in the pricing scheme and/or the Application at the time of the service apply and will be displayed to the Customer in the Application before issuing the Outbound Crypto Transfer Instruction.

**VI. Liability**

1. Trade Republic is not liable for any damages incurred by the Customer as a result of the execution of Outbound Crypto Transfers in accordance with the Customer's Outbound Crypto Transfer instruction.
2. Any further liability shall be governed by Section XVI. of the Framework Agreement.

**VII. Transfer History**

Customers will be able to access the history of Outbound and Inbound Crypto Transfers in the Application.

**VIII. Service availability**

In accordance with the valid customs for operations of a distributed ledger network, there are no timely restrictions for Crypto Transfers, except for blocking periods due to maintenance work. During the respective periods of maintenance work, Crypto Transfers are not possible. The maintenance periods are shown in the Application. Therefore, the Customer must be aware that the execution of Crypto Transfers cannot be guaranteed continuously.

**IX. Taxes**

Trade Republic is not responsible for paying taxes in connection with the execution of Crypto Transfers. The Customer must seek tax advice independently.

## E. Special Terms and Conditions for Crypto Staking Services

These Special Terms and Conditions apply to the provision of Crypto Staking Services provided to Customers by Trade Republic. Staking generally describes a mechanism to support the operation of a blockchain network by delegating crypto-assets to a transaction validator on the applicable network ("**Validator Node**") and thereby locking crypto-assets in the wallet.

Staking gives rise to special risks, which may result in partial or total loss of staked crypto-assets. Trade Republic has informed the Customer of these risks in the document entitled "Risk Information Crypto", which is available for the Customer in the Application.

### Service offer

Trade Republic enables its Customers to earn Staking Rewards on selected Crypto-Assets through their User Account in the Application.

#### I. Staking Service, Stakable Crypto-Assets

1. Trade Republic may allow Customers to stake their Supported Crypto-Assets, which Trade Republic holds on behalf of Customers in accordance with the Special Terms and Conditions for Crypto Custody ("**Staking Services**").
2. Trade Republic provides Staking Services for crypto-assets eligible for Staking Services, as specified in the Application ("**Stakable Crypto-Assets**").

#### II. Submission, Acceptance, and Rejection of Staking Requests

1. Customers can submit a request to stake Stakable Crypto-Assets in the Application ("**Staking Request**"). Each Staking Request constitutes a binding offer by the Customer to enter into an agreement with Trade Republic, under which Trade Republic shall delegate the Customer's crypto-assets on their behalf to a Validator Node.
2. Trade Republic may accept or decline Staking Requests at its sole discretion.
3. Trade Republic may set minimum and maximum amounts of Stakable Crypto-Assets for Staking Requests at its sole discretion. Applicable minimum and maximum amounts will be displayed in the Application.
4. The Customer can view the status of their Staking Request in the Application.

#### III. Warm-Up Period; Lock-Up

1. Upon the acceptance of a Staking Request, the Customer allows Trade Republic to lock the amount of Stakable Crypto-Assets as specified in the Staking Request and shall delegate the Customer's Stakable Crypto-Assets to a Validator Node accordingly.
2. From the acceptance of a Staking Request until the Execution of an Unstaking Request, as defined below in Section VIII.2., Staked Crypto-Assets cannot be transferred, sold or otherwise disposed of.
3. The accrual of Staking Rewards, as specified below in Section IV.4. of these Special Terms and Conditions, does not commence upon Trade Republic's acceptance of the Staking Request but only once the delegation of the Staked Crypto-Asset to a Validator Node has been successfully completed.

#### IV. Validator Nodes, Staking Rewards

1. Upon the acceptance of a Staking Request, Trade Republic shall delegate the Stakable Crypto-Assets to a Validator Node of the applicable network in accordance with the accepted Staking Request (upon the delegation, such assets shall be referred to as "**Staked Crypto-Assets**").
2. Trade Republic will forward the Customer staking rewards received from the Validator Nodes for their Staked Crypto-Assets ("**Staking Rewards**"). Staking Rewards are credited in the respective Stakable Crypto-Asset.
3. Any Staking Rewards forwarded to Trade Republic by the Validator Node prior to the Execution of an Unstaking Request shall be re-staked by Trade Republic in order to generate compound Staking Rewards. Customers can only access their Staking Rewards upon the Execution of an Unstaking Request.
4. Staking Rewards accrue for the period between the successful delegation of a Staked Crypto-Asset to a Validator Node and the un-delegation of the Staked Crypto-Asset by a Validator Node.

5. Trade Republic does not have control over Validator Nodes as they operate independently and are not subject to the influence of Trade Republic or any other entity. Consequently, Trade Republic has no influence over the amount of Staking Rewards generated by the Validator Node. The actual amount of Staking Rewards may fluctuate and may be higher or lower than expected. Any yields displayed in the Application are indicative only and do not constitute a guarantee of future returns.
6. For operational reasons, Trade Republic may be unable to forward Staking Rewards that are smaller than the sixth decimal place of the respective Staked Crypto-Asset or that do not reach a current market value of €0.01 ("**Minimum Transferable Amount**"). Accordingly, the Customer agrees that Trade Republic may round Staking Rewards to the nearest Minimum Transferable Amount before crediting the Staking Rewards to the Customer. This rounding may result in a disadvantage for the Customer, including the non-payment of Staking Rewards if the Minimum Transferable Amount is not reached.
7. Any current market value of Staking Rewards displayed in the Application is provided for reference purposes only and does not represent a binding or guaranteed valuation.

**V. Fees**

Trade Republic is entitled to deduct a portion of the Staking Rewards as a service fee. The fees stated in the pricing scheme and/or the Application at the time of the service apply.

**VI. Slashing**

1. Slashing describes a mechanism provided for in the respective network protocol to sanction protocol violations and may result in the full or partial forfeiture of Staked Crypto-Assets, as well as the exclusion from the network.
2. Trade Republic applies due diligence and care in choosing Validator Nodes. Trade Republic uses reliable Validator Nodes that are unlikely to incur a slashing penalty. However, Trade Republic cannot guarantee that a Validator Node will never incur such a slashing penalty. Staked Crypto-Assets and any associated Staking Rewards may be lost, in whole or in part, if a Validator Node is subject to a slashing penalty.
3. The Customer bears full responsibility and the risk for any loss of Staked Crypto-Assets as a result of a slashing penalty.
4. Trade Republic will inform the Customer of any loss of their Staked Crypto-Assets as a result of an imposed slashing penalty in the Application as soon as reasonably possible.

**VII. Unstaking Request**

1. Customers can submit a request for the un-delegation of their Staked Crypto-Assets to a Validator Node, in whole or in part, to Trade Republic in the Application at any time ("**Unstaking Request**"). Upon the acceptance of the Unstaking Request, Trade Republic will un-delegate the Staked Crypto-Assets as specified in the Unstaking Request.
2. The accrual of Staking Rewards ceases as soon as Trade Republic un-delegates the Staked Crypto-Assets towards the Validator Node.

**VIII. Cool-Down Period**

1. During the time between Trade Republic accepting an Unstaking Request and the completion of the un-delegation, the Staked Crypto-Assets remain locked and cannot be transferred, sold or otherwise disposed of.
2. Trade Republic will inform the Customer in the Application once the un-delegation has been completed (the completion is referred to as the "**Execution of an Unstaking Request**").

**IX. Ownership of Crypto-Assets**

The Customer retains full ownership of their Staked Crypto-Assets. The Customer does not transfer ownership to Trade Republic or to any other entity when staking crypto-assets with Trade Republic.

**X. Restriction of Staking Services**

1. Trade Republic does not guarantee that Staking Services are available at all times.
2. Trade Republic reserves the right to restrict or suspend Staking Services if this is necessary for technical or legal reasons. In such a case, Trade Republic will inform the Customer in advance, provided this is

reasonably possible. The availability of Staking Services may also be restricted or interrupted due to maintenance work, IT updates or developments that are beyond the control of Trade Republic.

3. Any service restriction or suspension may result in a delay in the acceptance of a Staking Request, the Execution of an Unstaking Request, or the crediting of Staking Rewards to the Customer.

**XI. Taxes**

Trade Republic is not responsible for paying taxes in connection with Crypto Staking. The Customer must seek tax advice independently.

**F. Special Terms and Conditions for Crypto Spending**

**Service offer**

Trade Republic may allow Customers to use Crypto-Assets held with Trade Republic for payments of Debit Card transactions ("**Crypto Spending**").

**I. Crypto Spending Activation; Order of Crypto-Assets to be used; Requirement of sufficient crypto balance**

1. To use Crypto Spending, the Customer must hold a balance of at least one Crypto-Asset with Trade Republic in accordance with the Special Terms and Conditions for Crypto Custody (Part B of this Appendix 7).
2. The activation of Crypto Spending requires the Customer's selection of at least one eligible Crypto-Asset to be used for Debit Card transactions, whereby the Crypto-Assets eligible for such use are determined in the Application by Trade Republic at its sole discretion. ("**Spendable Crypto-Asset**"). In case the Customer selects several Spendable Crypto-Assets, the Customer must specify the order in which the selected Spendable Crypto-Assets shall be used.
3. Crypto Spending is only available if at least one Spendable Crypto-Asset has a market value equal to or higher than the amount of the Debit Card transaction at the time of the Debit Card transaction.
4. Where the Customer has selected more than one Spendable Crypto-Asset, Trade Republic will use Spendable Crypto-Assets in the order specified by the Customer. If, at the time of the Debit Card transaction, the market value of the Spendable Crypto-Asset in the first place is less than the amount of the Debit Card transaction, Trade Republic will not use that Spendable Crypto-Asset but will instead use the next selected Spendable Crypto-Asset in accordance with the order specified by the Customer. Trade Republic will not combine multiple Spendable Crypto-Asset to cover a single Debit Card transaction but will use only one Spendable Crypto-Asset, provided that it is sufficiently funded in accordance with this paragraph.
5. If no Spendable Crypto-Asset's balance is sufficient to cover the Debit Card transaction, the credit balance in the Customer's account will be used, provided that such balance is sufficient to cover the Debit Card transaction.
6. If neither the Spendable Crypto-Assets nor the Customer's credit balance are sufficient, Trade Republic will decline the Debit Card transaction.

**II. Spending Sell Order Execution**

1. The Customer instructs Trade Republic continuously, upon use of the Debit Card, to conclude a sale transaction for the Spendable Crypto-Asset in an amount equal to the Debit Card transaction's amount (inclusive of any fees, charges or costs applicable to the respective transaction) with another crypto-asset service provider for the account of the Customer ("**Spending Sell Order**").
2. The subsequent cancellation of any Spending Sell Order is not possible (e.g. in case of Debit Card transactions, that are subsequently, in whole or part, cancelled, revoked, withdrawn, reversed or otherwise null and void), except for cases in which the executed Spending Sell Order is cancelled due to a Mistrade in accordance with Section XIII. of Part A of Appendix 7.
3. The sale proceeds of an executed Spending Sell Order may not equal the Debit Card transaction's amount (e.g. due to market volatility or adjustments to the Debit Card transaction's amount). In the event that the sale proceeds from the Spending Sell Order
  - (i) exceed the amount payable under the Debit Card transactions, Trade Republic will credit the excess amount to the Customer's account.
  - (ii) are less than the amount payable under the Debit Card transactions, Trade Republic will deduct the difference from the remaining credit balance in the Customer's account.

**III. Right of Refusal; Termination of Crypto Spending**

1. In addition to Trade Republic's right to reject orders from the Customer pursuant to Section IV. of Part A of this Appendix 7, Trade Republic reserves the right to refuse the execution of a Spending Sell Order in the following cases:
  - (i) maintenance work or other service restrictions for the trading of Crypto-Assets;

- (ii) the Spendable Crypto-Asset becomes a Delisted Crypto-Asset within the meaning of Section XIV. 5. of Part A of this Appendix 7;
  - (iii) the order volume of the Spending Sell Order would be less than the minimum amounts or exceeds the maximum amount for accepting orders on Crypto-Assets;
- 2. In addition to the rights in Section XIX. of the Framework Agreement, Trade Republic may terminate Crypto Spending with a notice period of 2 (two) weeks.

**IV. Responsibilities of the Customer; No Cancellations**

- 1. Trade Republic shall not be liable for the execution of Spending Sell Orders which are the result of an unauthorised Debit Card transaction, or for any resulting losses or lost profits, unless Trade Republic is at fault in this regard. If Trade Republic is at fault, its liability shall be subject to the statutory provisions.
- 2. Upon activation of Crypto Spending, it is the Customer's sole responsibility to deactivate Crypto Spending if they no longer wish to use their Crypto-Assets for some or all Debit Card transactions.

**V. Fees**

The fees stated in the pricing scheme and/or the Application at the time of the service apply.

**VI. Application of other Special Terms and Conditions**

In addition to these Crypto Spending Terms and Conditions, the Special Terms and Conditions for Trading in Crypto-Assets (Part A of Appendix 7) as well as the Special Terms and Conditions for Debit Card (Part D of Appendix 9) shall apply.

# **Appendix 8**

## **Special Terms and Conditions for Instantly Available Credit Balance**

### **Trade Republic Bank GmbH**

## Appendix 8

### Special Terms and Conditions for Instantly Available Credit Balance

#### I. Instantly Available Credit Balance

1. Trade Republic offers the service Instantly Available Credit Balance (hereinafter "**Instantly Available Credit Balance**"), which provides Customers with the option of immediate credit, in collaboration with Adyen N.V., HR 3259528; Simon Carmiggeltstraat 6-50, 1011 DJ, Amsterdam, The Netherlands (hereinafter: "**Adyen**"). This enables Customers to purchase an immediately available amount for trading in financial instruments and for transactions with the debit card using accepted credit or debit cards or via an accepted wallet solution ("**Wallet Solution**"). This service is in addition to the option provided in the framework agreement for Customers to make a deposit by bank transfer or SEPA Instant Payment.
2. Once the payment has been received by Trade Republic, the Customer will be credited with the amount paid, less the fee charged by Trade Republic. Nevertheless, the Customer is permitted to conduct transactions with financial instruments (i.e. waive the requirement for advance payment) and transactions with the debit card following the authorisation of the relevant deposit via an accepted card or via an accepted wallet solution, up to the value of the available credit. This may be conducted before the funds are credited to the relevant Trust Account.
3. In the event of an existing negative account balance, Trade Republic reserves the right to reduce the negative amount from the Instantly Available Credit Balance.

#### II. Accepted Cards and Wallet Solutions

1. The following payment cards are accepted by Trade Republic for the purchase of an Instantly Available Credit Balance:
  - Visa and Mastercard debit cards;
  - Visa and Mastercard credit cards.
2. At this time, Trade Republic does not accept prepaid cards or credit cards from other credit card companies, such as Diners, Union, or American Express.
3. Customers may deposit the Instantly Available Credit Balance via the following Wallet Solutions:
  - Apple Pay and
  - Google Pay.
4. Only debit cards, credit cards, and Wallet Solutions belonging to the Customer may be used.

#### III. Fees

1. Trade Republic reserves the right to charge a fee for the provision of the Instantly Available Credit Balance service. The current fee will be displayed to the Customer prior to the initiation of the payment process.
2. The applicable fees will be debited directly from the credit or debit card or the Wallet Solution used at the time of the transaction. The payment will be authorised in accordance with the procedure provided by the respective payment method provider, with the involvement of Adyen.
3. Upon confirmation of the deposit, the Customer grants Trade Republic the right to debit the credit or debit card or wallet for the applicable fee.

#### IV. Minimum and Maximum amounts

1. There are minimum and maximum amounts for the Instantly Available Credit Balance to be received. The Customer can check the current minimum and maximum amounts in the Help Centre before initiating a payment.
2. Trade Republic reserves the right to make the Instantly Available Credit Balance service available only to eligible Customers or to limit the amount of Instantly Available Credit Balance offered each month.

#### V. Banking Secrecy

The collection, processing and use of personal data will be carried out in compliance with banking secrecy.

**VI. Customer's request for immediate activation; no right of revocation; payout**

Trade Republic will make the purchased Instantly Available Credit Balance immediately available to the Customer upon authorisation of payment in the Application. The prerequisite for this is that the Customer requests the immediate availability of the Instantly Available Credit Balance by authorising payment in the Application in accordance with the provisions of Section 356 (4) BGB. **Any right of revocation on the part of the Customer shall therefore be excluded.**

**VII. Misuse and misconduct of the Customer**

1. In the event that Trade Republic has concrete indications of misuse of the accepted means of payment, it reserves the right, at its discretion, to temporarily suspend this service on a case-by-case basis.
2. Trade Republic reserves the right to withhold the acquired Instantly Available Credit Balance in the event that Trade Republic receives information indicating that the Customer's actions may result in the reversal of authorised payments for this service, or in the case of a significant suspicion of such an occurrence.

**VIII. Chargeback**

1. In the event of a chargeback by the Customer (e.g. due to lack of authorisation), Trade Republic will debit the amount back to the account held for the Customer.
2. The Customer is required to settle any negative balance immediately.

# **Appendix 9**

## **Special Terms and Conditions for Payment Services**

### **Trade Republic Bank GmbH**

## Appendix 9 Special Terms and Conditions for Payment Services

The following Special Terms and Conditions for Payment Services contain regulations for the payment services offered by Trade Republic. The extent to which the individual configurations of these payment services (e.g. transfers in foreign currencies) are offered by Trade Republic is specified in the Application.

Section A. initially contains generally applicable regulations for the various payment services. Section B. applies to credit transfers including SEPA Instant Payments and Section C. to account debits based on SEPA Core Direct Debits. Section D. contains regulations for the debit card issued by Trade Republic and the Debit Card Benefits. Section E. includes the regulations on refund, correction and compensation claims for the payment services offered.

### A. General

#### I. Business day

The Customer can view Trade Republic's business days for the various payment services in the Application and/or on the website.

For payment orders as SEPA Instant Payment, each calendar day of a year is a business day.

The Customer can use their debit card at any time and is not bound to Trade Republic's business days.

#### II. Bank working days

Bank working days are all working days except Saturdays, December 24 and 31.

#### III. Acceptance times

The Customer can view the current acceptance times for transfers in the Application and/or on the website. The Customer can issue payment orders as SEPA Instant Payment throughout the day.

#### IV. Charges in payment transactions and changes therein

The charges for credit transfer and direct debit transactions and in connection with the debit card are set out in the pricing scheme and/or the Application. Changes to these charges and to charges for the payment services framework agreement (e.g. the debit card agreement) will be offered to the Customer in text form by e-mail or via the Application at least two months before they come into effect. The changes offered by Trade Republic shall only become effective if the Customer accepts them. Trade Republic may conclude an agreement on a change with a Customer that is directed towards obtaining extra payment from the Customer in addition to the remuneration agreed upon for the principal performance only if this is done expressly.

#### V. Transmission of credit transfer data

When executing a credit transfer, Trade Republic shall transmit the details contained in the credit transfer (credit transfer data) to the payee's payment service provider (hereinafter "**Bank**" or "**Bank of the payee**") either directly or through intermediary institutions. When transmitting these details, service providers engaged by Trade Republic to execute the credit transfer may also undertake the necessary verifications to do so (in particular those required to identify and prevent payment fraud). The Bank may make the credit transfer data, which shall also include the Customer's IBAN as payer, available to the payee in full or in part.

Where cross-border credit transfers and domestic priority credit transfers are involved, the credit transfer data may also be forwarded via the Society for Worldwide Interbank Financial Telecommunications (SWIFT), based in Belgium. For system security reasons, SWIFT stores the credit transfer data temporarily at its operating centres in the European Union, Switzerland and the United States.

**B. Transfers**

The following Special Terms and Conditions for Credit Transfers apply to both standard SEPA credit transfers and SEPA Instant Payments in euros within the SEPA area (hereinafter collectively referred to as "**Credit Transfers**"), unless expressly stated otherwise.

**I. Main characteristics****1. Main characteristics of the Credit Transfer including the standing order**

The Customer may instruct Trade Republic to transfer funds cashlessly in favor of a payee by Credit Transfer to the payee's Bank. The Customer may also instruct Trade Republic to transfer a constant amount of money to the same account of the payee on a certain recurring date (hereinafter "**Standing Order**").

**2. Main characteristics of SEPA Instant Payment**

- 2.1. The Customer can instruct Trade Republic to transfer an amount of money to the payee's Bank, if possible within seconds, on all calendar days of the year (24/7) by means of a SEPA Instant Payment, provided that the Bank uses the SEPA Instant Payments procedure. The Bank is obliged to make the payment amount available to the payee immediately.
- 2.2. Trade Republic allows the Customer to determine a maximum amount for SEPA Instant Payments in the Application per day or per SEPA Instant Payment. The Customer can change this maximum amount at any time.

**II. Required information and Verification of Payee**

1. To issue a Credit Transfer order, the Customer must use the details of the payee requested in the Application. In the case of cross-border transfers in euros or in an EEA currency, the fee instruction "Fee sharing" shall apply between the Customer and the payee.
2. Before the Customer authorises a Credit Transfer Order (see Section B. III. 2. of these Special Terms and Conditions) the name of the payee will be compared with the payee's IBAN (hereinafter "**Verification of Payee**"). This only applies if the payee's Bank is legally required to verify the payee. The Verification of Payee will be carried out by the Bank of the payee based on information provided by the Customer in accordance with Section B. II. 1. of these Special Terms and Conditions. Trade Republic shall provide notification to the customer regarding the results of the Verification of Payee. If the verification shows that the data does not concur or does not match exactly but nevertheless almost matches, Trade Republic will provide the Customer with information on the possible consequences of authorising the Credit Transfer order. If the payee's name and IBAN are provided by a payment initiation service provider and not by the Customer, the law states that this payment initiation services provider must ensure that the payee's information is correct.

**III. Issuing the Credit Transfer order and authorisation**

3. The Customer issues a Credit Transfer order to Trade Republic in the Application or in the manner otherwise agreed with Trade Republic. The Customer must ensure that the information provided is correct. Incorrect information may lead to delays and misdirection of Credit Transfers; this may result in losses for the Customer. In the event of incorrect information, Trade Republic may refuse execution (see also Section B. VIII. of these Special Terms and Conditions).
4. The Customer authorises the Credit Transfer order by using the Credentials required to use the Application (see Section III. 2.4. of the Framework Agreement). This authorisation also includes the express consent for Trade Republic to retrieve (from its database), process, transmit and store the Customer's personal data necessary for the execution of the Credit Transfer.
5. At the Customer's request, Trade Republic informs the Customer of the maximum execution period for this payment transaction, the fees to be charged and, if applicable, a breakdown of these fees before executing an individual Credit Transfer order.

**IV. Receipt of the Credit Transfer order by Trade Republic**

1. The Credit Transfer order becomes effective when it is received by Trade Republic. This also applies if the Credit Transfer order is issued via a payment initiation service provider. Access takes place upon successful authorisation of the Credit Transfer order.
2. If the time of receipt of the Credit Transfer order does not fall on a business day (see Section A. I. of these Special Terms and Conditions) of Trade Republic, the Credit Transfer order shall not be deemed to have been received until the following business day.

3. If the Credit Transfer order is received after the time of acceptance (see Section A. III. of these Special Terms and Conditions), the Credit Transfer order shall not be deemed to have been received until the following business day for the purposes of determining the execution time (see Section B. VII. of these Special Terms and Conditions).
4. As SEPA Instant Payments are executed all day on all calendar days of a year, items B. IV. 2. and B. IV. 3. of these Special Terms and Conditions do not apply to them.

**V. Revocation of the Credit Transfer order**

1. A Credit Transfer order can only be revoked by the Customer until it is received by Trade Republic (see Section B. IV. of these Special Terms and Conditions). After receipt of the Credit Transfer order, revocation is no longer possible, subject to Sections B. V. 2. and 3. of these Special Terms and Conditions. If the Customer uses a payment initiation service provider to initiate their Credit Transfer order, the Customer may no longer revoke the Credit Transfer order vis-à-vis Trade Republic after giving the payment initiation service provider consent to initiate the Credit Transfer.
2. If the Customer has agreed a specific date with Trade Republic for the execution of the Credit Transfer, the Customer may revoke the Credit Transfer or Standing Order (see Section B. I. 1. of these Special Terms and Conditions) by the end of the business day preceding the agreed date. After timely receipt of the revocation of a Standing Order by Trade Republic, no further Credit Transfers will be executed on the basis of the previous Standing Order.
3. After the times specified in Sections B. V. 1. and B. V. 2. of these Special Terms and Conditions, the Credit Transfer order can only be revoked if the Customer has agreed this with Trade Republic. The agreement becomes effective if Trade Republic succeeds in preventing the execution or recovering the Credit Transfer amount. If the Customer uses a payment initiation service provider to issue their Credit Transfer order, the consent of the payment initiation service provider and the payee is also required. Trade Republic will charge the fee shown in the pricing scheme and/or the Application for processing such a revocation by the Customer.

**VI. Execution of the Credit Transfer order**

1. Trade Republic executes the Customer's Credit Transfer order if the account or the Credentials are not blocked, the Customer has provided the information requested in the input mask in the Application or in another agreed manner (see Section B. III. 1. of these Special Terms and Conditions), the Credit Transfer order is authorised by the Customer (see Section B. III. 2. of these Special Terms and Conditions), there is sufficient credit in the order currency to execute the Credit Transfer and the Limit displayed in the Application (see Section III. 3.3. of the Framework Agreement) for this service has not been exceeded (hereinafter "**Execution Conditions**").

There are additional Execution Conditions for SEPA Instant Payments, namely compliance with the maximum amount determined by the customer (see Section B. I. 2.2 of these Special Terms and Conditions) and that the Bank of the payee supports the SEPA Instant Payments procedure.

2. Trade Republic and the other payment service providers involved in the execution of the Credit Transfer are authorised to execute the Credit Transfer exclusively on the basis of the payee's unique identifier (*Kundenkennung*) provided by the Customer. The unique identifier is the IBAN and/or Bank Identifier Code (hereinafter "**BIC**") or the account number and/or BIC.
3. The Customer can retrieve an overview of the execution of Credit Transfers for the desired period at any time in the form of an account statement in the Application.

**VII. Execution time**

1. **Maximum execution time for Credit Transfers within Germany and to other countries of the European Economic Area (EEA) in euros or in other EEA currencies and start of the execution time**

1.1. **Period length**

Trade Republic is obliged to ensure that the Credit Transfer amount is received by the payee's Bank within one (1) business day at the latest (hereinafter "**Execution Time**").

1.2. **Start of the Execution Time**

- a. The Execution Time begins with the date of receipt of the Customer's Credit Transfer order by Trade Republic (see Section B. IV. of these Special Terms and Conditions).
- b. If the Customer agrees with Trade Republic that the execution of the Credit Transfer shall commence on a specific day or at the end of a specific period or on the day on which the Customer has provided Trade Republic with the funds required for execution in the order currency, the date specified in the order or

otherwise agreed shall be decisive for the start of the Execution Time.

- c. If the agreed date does not fall on a business day, the Execution Time shall commence on the following business day.
- d. In the case of Credit Transfer orders in a currency other than the Customer's account, the Execution Time shall only commence on the day on which the Credit Transfer amount is available in the order currency.
- e. The execution time for SEPA Instant Payment orders if the currency of the Customer's account is not euro shall not commence until the date on which the amount of the Credit Transfer is available in euro. The currency conversion shall take place directly after the order has been issued.

## 2. Maximum period length for Credit Transfers in third-country currencies and third-country payments

Credit Transfers within Germany and to other countries of the European Economic Area (hereinafter "**EEA**") in currencies of a country outside the EEA (hereinafter "**Third Country Currency**") and Credit Transfers to countries outside the EEA (hereinafter "**Third Countries**") will be effected as soon as possible.

## 3. Maximum execution time for SEPA Instant Payments

- 3.1. In the case of SEPA Instant Payments, the maximum execution time is 10 seconds.
- 3.2. For SEPA Instant Payment to a SEPA third country, Trade Republic will ensure that the payee's Bank receives the Credit Transfer amount within 10 seconds.

## VIII. Rejection of the execution

1. If the Execution Conditions (see Section B. VI. 1. of these Special Terms and Conditions) are not met, Trade Republic may refuse to execute the Credit Transfer order. Trade Republic will refuse execution of a SEPA Instant Payment if the amount exceeds the maximum amount determined by the customer (see Section B. I. 2.2 of these Special Terms and Conditions). It informs the Customer of this rejection immediately in the Application, but in any case within the period agreed in Section B. VII. 1.1. of these Special Terms and Conditions. In the case of SEPA Instant Payments, Trade Republic shall inform the Customer of a rejection of execution in the Application at short notice.
2. If Trade Republic refuses to execute the order, it will, as far as possible, state the reasons for the refusal and the ways in which errors that led to the refusal can be rectified.
3. In addition to the above paragraph, Trade Republic will refuse to execute a SEPA Instant Payment order at short notice if the payee's Bank does not use the procedure.
4. If Trade Republic recognizes that a unique identifier provided by the Customer cannot be assigned to any payee, payment account or Bank of the payee, Trade Republic immediately informs the Customer of this and, if necessary, return the Credit Transfer amount to the Customer.
5. In the event of a justified rejection to execute an authorised Credit Transfer order, Trade Republic will charge the fee shown in the pricing scheme and/or the Application.

## IX. Display of unauthorised or incorrectly executed Credit Transfers

The Customer must inform Trade Republic immediately after discovering an unauthorised or incorrectly executed Credit Transfer order in the Application, by e-mail or via another channel announced in the Application or on the website (see also Section III. 5.1. of the Framework Agreement). This also applies if a payment initiation service provider is involved.

## X. Exchange rate

If the Customer issues a Credit Transfer order in a currency other than the account currency, the account will nevertheless be debited in the account currency. The exchange rate for such Credit Transfers is determined by the conversion rule in the pricing scheme and/or the Application. Any change to the reference exchange rate specified in the conversion rules shall take effect immediately and without prior notification of the Customer. The reference exchange rate is made available by Trade Republic or comes from a publicly accessible source.

## XI. Reporting obligations under German law on foreign trade and payments

The Customer must comply with the reporting obligations under German law on foreign trade and payments (*Außenwirtschaftsrecht*).

**C. SEPA Core Direct Debits**

The following Special Terms and Conditions for SEPA Core Direct Debits contain regulations for account debits based on SEPA Core Direct Debits.

**I. Definition**

A direct debit is a payment transaction initiated by the payee and debited to the Customer's account, in which the amount of the payment is specified by the payee.

**II. SEPA Core Direct Debit**

**1. General**

**1.1. Main characteristics of the SEPA Core Direct Debit Scheme**

- a. With the SEPA Core Direct Debit Scheme, the Customer can make payments in euros to the payee via Trade Republic within the area of the Single Euro Payments Area.
- b. For the execution of payments by SEPA Core Direct Debit
  - the payee and their Bank use the SEPA Core Direct Debit Scheme and
  - the Customer must issue the SEPA direct debit mandate to the payee before the payment transaction.
- c. The payee initiates the respective payment transaction by presenting the direct debits to Trade Republic via their Bank. In the event of an authorised payment based on a SEPA Core Direct Debit, the Customer may demand refund of the debited direct debit amount from Trade Republic within a period of eight weeks from the date of the debit entry on their account.

**1.2. Unique Identifiers**

For the procedure, the Customer must use the IBAN and, in the case of cross-border payments (outside the EEA), additionally the BIC of Trade Republic as their unique identifier vis-à-vis the payee, as Trade Republic is entitled to execute the payment based on the SEPA Core Direct Debit exclusively on the basis of the unique identifier communicated to it. Trade Republic and the other entities involved shall execute the payment to the payee using the IBAN specified by the payee in the direct debit data set as the payee's unique identifier and, in the case of cross-border payments outside the EEA, also the BIC specified.

**2. SEPA direct debit mandate**

**2.1. Issuing the SEPA direct debit mandate (hereinafter "SEPA Direct Debit Mandate")**

- a. The Customer issues a SEPA Direct debit Mandate to the payee. In doing so, the Customer authorises Trade Republic to redeem SEPA Direct Debits from the payee. The mandate must be issued in writing or in the manner agreed with Trade Republic. This authorisation also contains the express consent that the payment service providers involved in the direct debit collection and any intermediaries may retrieve, process, transmit and store the Customer's personal data necessary for the execution of the direct debit.
- b. The SEPA Direct Debit Mandate must contain the following declarations by the Customer:
  - authorisation of the payee to collect payments from the Customer's account by means of SEPA Core Direct Debit, and
  - Instruction to Trade Republic to pay the SEPA Core Direct Debits drawn by the payee on their account.
- c. The SEPA Direct Debit Mandate must contain the following authorisation data:
  - Identification of the payee,
  - Creditor identifier,
  - Indication of whether the mandate is for a one-off or recurrent payment,

- Name of the Customer (if available),
- Name of the Customer's bank and
- Customer's unique identifier (see Section C. II. 1.2. of these Special Terms and Conditions).

In addition to the authorisation data, the direct debit mandate may contain additional information.

**2.2. Collection authorisation (Einzugsermächtigung) as SEPA Direct Debit Mandate**

- a. If the Customer has given the payee a collection authorisation authorising the payee to collect payments from their account by direct debit, they simultaneously instruct Trade Republic to redeem the direct debits drawn on their account by the payee. With the collection authorisation, the Customer authorises Trade Republic to redeem direct debits from the payee. This direct debit authorisation is valid as a SEPA Direct Debit Mandate.
- b. The collection authorisation must contain the following authorisation data:
  - Identification of the payee,
  - Name of the Customer,
  - Unique identifier of the Customer in accordance with Section C. II. 1.2. of these Special Terms and Conditions or the Customer's account number and bank sort code.

In addition to the authorisation data, the collection authorisation may contain additional information.

**2.3. Revocation of the SEPA Direct Debit Mandate**

- a. The SEPA Direct Debit Mandate can be revoked by the Customer by declaration to Trade Republic in the Application or to the payee with the consequence that subsequent payment transactions are no longer authorised.
- b. If the revocation is made to Trade Republic, it shall take effect from the business day following receipt of the revocation. In addition, this should also be declared to the payee so that the payee does not collect any further direct debits.

**2.4. Limitation and non-admission of SEPA Core Direct Debits**

The Customer may issue separate instructions to Trade Republic to limit or not allow payments from SEPA Core Direct Debits. This instruction must be received by Trade Republic no later than the end of the business day before the due date specified in the direct debit data set. This instruction must be issued in the Application.

**3. Collection of the SEPA Core Direct Debit on the basis of the SEPA Direct Debit Mandate by the payee**

- 3.1. The SEPA Direct Debit Mandate issued by the Customer remains with the payee. The payee takes over the authorisation data and enters any additional information in the data set for the collection of SEPA Core Direct Debits. The respective direct debit amount is specified by the payee.
- 3.2. The payee transmits the data set for collection of the SEPA Core Direct Debit electronically to Trade Republic as the paying agent with the involvement of their Bank. This data set also embodies the Customer's instruction to Trade Republic to pay the respective SEPA Core Direct Debit (see Section C. II. 2.1. b. of these Special Terms and Conditions). For the receipt of this instruction, Trade Republic waives the form agreed for giving the SEPA Direct Debit Mandate (see Section C. II. 2.1. a. of these Special Terms and Conditions).

**4. Payment transaction based on the SEPA Core Direct Debit**

**4.1. Debiting the Customer's account with the direct debit amount**

- a. Incoming SEPA Core Direct Debits from the payee shall be debited to the Customer's account on the due date specified in the data set with the direct debit amount specified by the payee. If the due date is not a business day, the account will be debited on the next business day.
- b. An account debit shall not be made or shall be reversed at the latest on the second bank working day after it is made if
  - Trade Republic has received a revocation of the SEPA Direct Debit Mandate in accordance with Section C. II. 2.3. of these Special Terms and Conditions,

- the Customer does not have sufficient funds in their account to redeem the direct debit; Trade Republic will not make partial redemptions,
  - the payer's IBAN specified in the direct debit data set cannot be assigned to an account held by the Customer with Trade Republic, or
  - the direct debit cannot be processed by Trade Republic because in the direct debit data set
    - o a creditor identifier is missing or is recognizably incorrect for Trade Republic,
    - o a mandate reference is missing,
    - o a date is missing on which the mandate was given or
    - o no due date is specified.
- c. In addition, an account debit shall not be made or shall be reversed at the latest on the second bank working day after it is made (see Section C. II. 4.2. of these Special Terms and Conditions) if this SEPA Core Direct Debit is opposed by a separate instruction from the Customer in accordance with Section C. II. 2.4. of these Special Terms and Conditions.

**4.2. Payment of SEPA Core Direct Debits**

SEPA Core Direct Debits are paid if the debit entry on the Customer's account is not reversed at the latest on the second bank working day after it was made.

**4.3. Notification of non-execution or cancellation of the debit entry or refusal of payment**

- a. Trade Republic informs the Customer immediately about the non-execution or cancellation of the debit entry (see Section C. II. 4.1. b. of these Special Terms and Conditions) or the refusal to pay a SEPA Core Direct Debit (see Section C. II. 4.2. of these Special Terms and Conditions) via the Application, at the latest by the time agreed in accordance with Section C. II. 4.4. of these Special Terms and Conditions. In doing so, Trade Republic will, as far as possible, indicate the reasons and the ways in which errors that have led to non-execution, cancellation or refusal can be corrected.
- b. Trade Republic will charge the fee shown in the pricing scheme and/or the Application for the justified refusal to pay an authorised SEPA Core Direct Debit due to insufficient funds in the account.

**4.4. Execution of the payment**

- a. Trade Republic is obliged to ensure that the direct debit amount debited by it to the Customer's account on the basis of the payee's SEPA Core Direct Debit is received by the payee's Bank within one (1) business day at the latest (hereinafter "**Execution Time**").
- b. The Execution Time begins on the due date specified in the direct debit data set. If this day does not fall on a business day, the Execution Time begins on the following business day.
- c. Trade Republic informs the Customer about the execution of the payment in the Application.

**D. Debit card**

The following Special Terms and Conditions contain regulations for the debit card and the Debit Card Benefits.

**I. Possible uses of the debit card**

**1. Scope of use**

- 1.1. The debit card can be provided either as a virtual debit card or as a physical debit card (hereinafter uniformly referred to as "**Debit Card**"). The virtual debit card is made known to the Customer by stating the card number in the Application. These Special Terms and Conditions apply equally to both types of debit card, unless expressly stipulated otherwise.
- 1.2. The Debit Card can be used at ATMs, POS terminals and for online payment transactions (hereinafter "**POS**"). Online payment transactions are possible within third-party payment systems. To do this, the Customer must add the Debit Card to a digital wallet or a third-party app. This requires a separate agreement between the Customer and the third-party provider. Payment is then possible at online merchants that offer the third-party payment system for payment.

**2. Use in conjunction with the personal identification number (PIN)**

For use at the POS and ATMs, the Customer is provided with a personal PIN for the Debit Card in the Application. The Debit Card can no longer be used at ATMs and at the POS if the PIN has been entered incorrectly three (3) times in succession. In this case, the Customer will be informed in the Application and can reactivate the Debit Card.

**3. Use without PIN**

For contactless use at retail and service companies at the POS, it is not required to enter a PIN at the POS for the respective contactless use for small amounts.

**II. General rules**

**1. Customer as debit cardholder**

The Debit Card can only be issued in the name of the Customer for whom Trade Republic holds an account and is inseparably linked to the account. The Debit Card can only be used by the Customer.

**2. Financial Limit of Use (*Finanzielle Nutzungsgrenze*)**

The Customer may only carry out Debit Card transactions with their Debit Card within the limits of the credit balance on the account or up to the amount of another eligible payment method and activated by the Customer (e.g., Crypto-Assets pursuant to Section F of Annex 7) (hereinafter "**Financial Limit of Use**"). The Financial Limit of Use is made available to the Customer in the Application. If the Customer exceeds this Financial Limit of Use, which may occur in exceptional cases, the Customer must settle a negative balance immediately. Trade Republic is entitled to demand reimbursement of the expenses arising from the use of the Debit Card. In all other respects, the respective provisions of the Framework Agreement shall apply.

**3. Conversion of foreign currency amounts**

If the Customer uses the Debit Card for Debit Card transactions that are not denominated in euros, the account will still be debited in euros. Information on determining the exchange rate for foreign currency transactions is provided in the Application. A change in the reference exchange rate will take effect immediately and without prior notification to the Customer.

**4. Return or deletion of the Debit Card**

The Debit Card remains the property of Trade Republic. It is not transferable. The Debit Card is only valid for the period specified on the Debit Card or in the Application. The Customer is responsible for destroying or deleting the old or expired Debit Card when the new Debit Card is issued or at the latest when the validity of the Debit Card expires. In addition, Trade Republic is entitled to demand the return or deletion of the old or expired Debit Card at its own discretion. If the authorisation to use the Debit Card ends earlier (e.g. due to termination of the contract), the Customer must destroy or delete the Debit Card to Trade Republic. Upon request, they must return the Debit Card to Trade Republic or delete it without undue delay.

**5. Careful storage of the Debit Card**

In addition to the duties of cooperation and due diligence under Section III. 4. of the Framework Agreement and the duties of notification and disclosure under Section III. 5. of the Framework Agreement, the Customer must take special care when storing the Debit Card in order to prevent it from being lost or misused. In particular, it must not be left unattended in public, as anyone in possession of the Debit Card can make small-value payments at the POS without a PIN until the Debit Card is blocked or deleted. In addition, the Customer must take all reasonable precautions to protect the individual Credentials (see Section III. 2.4. of the Framework Agreement) from unauthorised access. Otherwise, there is a risk that the Credentials will be misused or otherwise used without authorisation.

**6. Replacement card**

For the replacement of a lost, stolen, misused or otherwise unauthorised used Debit Card, Trade Republic may charge the Customer the fee specified in the Application, which at most covers the costs exclusively and directly associated with the replacement of the Debit Card. Sentence 1 shall not apply if Trade Republic is responsible for the circumstances that led to the issue of the replacement card or if these are attributable to Trade Republic.

**III. Authorisation of Debit Card payments by the Customer**

By using the Debit Card, the Customer authorises the execution of the Debit Card payment. If a signature, PIN or other Credential is also required for this purpose, authorisation is only granted when it is used. Once authorisation has been granted, the Customer can no longer revoke the Debit Card payment. This authorisation also includes the express consent that Trade Republic processes, transmits and stores the Customer's personal data required for the execution of the Debit Card payment.

**IV. Blocking of an available amount of money; debiting of funds for the processing of transactions**

1. Trade Republic is entitled to block an amount of money available on the Customer's account within the Financial Limit of Use specified in Section D. II. 2. of these Special Terms and Conditions if the payment transaction was initiated by or through the payee and the Customer has agreed to the exact amount of money to be blocked. Trade Republic shall release the blocked funds immediately after it has been notified of the exact amount of the payment, the payment order has been received or the technical authorisation has expired, without prejudice to any other legal or contractual rights.
2. Trade Republic settles claims for payment against the Customer resulting from Debit Card transactions through the Customer's account held with Trade Republic. The Customer must immediately settle any negative balance that may arise here in exceptional cases, e.g. due to cancellations.

**V. Rejection of Debit Card payments by Trade Republic**

Trade Republic is entitled to reject debit card transactions if the Customer has not authorised the payment order, the Financial Limit of Use of the Debit Card is insufficient for the payment order, the Limit displayed in the Application (see Section III. 3.3. of the Framework Agreement) is not complied with or the debit card is blocked. The Customer will be informed of a rejection in the Application and/or via the POS.

**VI. Execution times**

The payment transaction is initiated by the payee. Once Trade Republic has received the payment order, it is obliged to ensure that the Debit Card payment amount is received by the payee's bank as follows at the latest:

1. For Debit Card payments within Germany and in other EEA countries in euros, Debit Card payments are executed within one (1) business day.
2. For Debit Card payments within Germany and in other EEA countries in EEA currencies, except in euros, Debit Card payments are executed within four (4) business days.
3. For Debit Card payments within Germany and in other EEA countries in currencies of a country outside the EEA and for Debit Card payments where the payee's Bank is located outside the EEA, Debit Card payments will be executed as soon as possible.

**VII. Fees; compensation for the lost value in the event of revocation**

1. The fees owed by the Customer can be found in the pricing scheme and/or the Application.

2. The Customer agrees that Trade Republic will start personalizing the Debit Card immediately after the conclusion of the Debit Card contract and the ordering process of the Debit Card in the Application and thus before the end of the revocation period. In the event of revocation, the Customer is therefore obliged to pay compensation in the amount of the cost of the Debit Card displayed in the Application. In this case, Trade Republic will offset the Customer's existing repayment claim for the same amount.

**VIII. Information on payment transactions with the Debit Card**

Trade Republic informs the Customer in the Application at least once a month about the payment transactions made with the Debit Card.

**IX. Special regulations for individual types of ATM services and use at the POS****1. Trade Republic's obligation to pay; complaints**

Trade Republic is obliged vis-à-vis the operators of ATMs and providers of POS payments (hereinafter referred to as "**Contractual Companies**") that accept the Debit Card to settle the transactions made by the Customer with the Debit Card. Objections and other complaints by the Customer arising from their contractual relationship with the Contractual Company where the Debit Card was used must be asserted directly against the Contractual Company.

**2. Other services offered by Trade Republic**

Other services provided by Trade Republic as part of the Debit Card services are subject to additional terms and conditions that are agreed with the Customer prior to use.

**Debit Card Benefits Terms and Conditions**

**I. RoundUp-Benefit**

Trade Republic may, at its own discretion, offer the Customer the activation of the RoundUp feature, which enables the Customer to invest the amount on the next euro in financial instruments for each Debit Card transaction ("**RoundUp Benefit**").

**1. Activation, execution and adjustment**

**1.1. Activation**

- a. The RoundUp Benefit must be activated in the Application and can only be used if the Debit Card is active, i.e. not blocked or deleted, and Trade Republic offers the RoundUp Benefit. For each debit Card transaction, the amount rounded up to the nearest euro (multiplied with the RoundUp Benefit multiplier, if applicable) is invested in a financial instrument selected by the Customer when activating the RoundUp Benefit. The Customer can choose between financial instruments eligible for savings that are already in the Customer's portfolio with Trade Republic or a new financial instrument eligible for savings. The Customer can also multiply this amount by multipliers, which are specified by Trade Republic in the Application and are subject to change. The amount invested in the chosen financial instrument is calculated as follows:
- b.  $\text{RoundUp Amount} = (\text{Gap between the authorised debit Card transaction amount and the authorised amount rounded up to the nearest euro}) \times \text{RoundUp Benefit multiplier}$ .
- c. After activating the RoundUp Benefit, the Customer receives an activation confirmation from Trade Republic for the RoundUp Benefit.

**1.2. Execution**

- a. The orders are executed in the RoundUp amount specified by the Customer. In individual cases, a directed order may be executed (e.g. failure of the trading venue, routing to the emergency trading venue). Trade Republic will place the order on the marketplace on the execution day. The order may be placed on the marketplace together with other orders from other Customers and executed for the financial instrument. These orders are subject to the Framework Agreement and the associated special terms and conditions, if applicable. The investment of the RoundUp Benefit amount in the selected financial instrument is executed 4 (four) times per month. This means that the Customer purchases the respective financial instrument at the current stock exchange price at the time of execution. With this purchase price, the financial instrument is also recognized for tax purposes.
- b. If the execution day for the RoundUp Benefit falls on a weekend (Saturday or Sunday) or on a public holiday at the designated marketplace, the RoundUp Benefit will be executed on the next execution day on which the relevant marketplace is open.

**1.3. Fees**

The RoundUp Benefit is free of charge.

**1.4. Adjustment**

The Customer can adjust the RoundUp Benefit at any time. The Customer can

- adjust the financial instrument in which the RoundUp Benefit amount is to be invested,
- adjust the RoundUp Benefit multiplier and
- adjust the status of the RoundUp Benefit, i.e. active or paused.

The adjustment of the RoundUp Benefit multiplier becomes active immediately after the adjustment by the Customer. The adjustment of the financial instrument in which the RoundUp Benefit amount is to be invested becomes active at the next execution. If the Customer decides to pause the RoundUp Benefit, the RoundUp amount accumulated at the time of the pause will be invested in the selected financial instrument with the next pending execution and any further accumulation will be stopped immediately with the pause.

**2. Limitations**

- 2.1. Trade Republic reserves the right to change the selection of financial instruments eligible for the RoundUp Benefit at any time and to remove individual financial instruments from the list of financial instruments eligible for the RoundUp Benefit.

2.2. The Customer cannot dispose of the RoundUp Benefit amount before it has been invested. The Customer is free to sell the financial instrument in question after the RoundUp Benefit amount has been invested in it. RoundUp-Benefits are only available if the Debit Card transaction is > EUR 0 and the Debit Card transaction is not an account verification request. If the financial instrument selected by the Customer is no longer available at the time of execution, Trade Republic will credit the Customer's RoundUp Benefit amount and automatically pause the RoundUp Benefit until the Customer has selected another available financial instrument.

2.3. If the execution of the RoundUp Benefit fails, the Customer's RoundUp Benefit amount is credited and executed at the next execution time.

**3. Ex-ante cost information**

The ex-ante cost information is made available in the Application.

**4. Trade Republic's right of termination**

4.1. Trade Republic may terminate the RoundUp Benefit with a notice period of 2 (two) weeks. Trade Republic may terminate the RoundUp Benefit without notice for good cause.

4.2. If Trade Republic terminates the RoundUp Benefit, the RoundUp Benefit amount accumulated at the time the termination takes effect is invested in the selected financial instrument with the next pending execution and further accumulation is stopped immediately.

**II. Saveback Benefit**

Trade Republic may, at its own discretion, offer the Customer the activation and implementation of the Saveback feature, which enables the Customer to invest a percentage of the Debit Card transactions in financial instruments at Trade Republic's expense ("**Saveback Benefit**").

**1. Activation**

1.1. The Saveback Benefit must be activated in the Application and can only be used if the Debit Card is active, i.e. not blocked or deleted, and Trade Republic offers the Saveback Benefit.

1.2. To activate the Saveback Benefit, the Customer must select a financial instrument for which they wish to receive the Saveback Benefit and for which they have set up a weekly, bi-weekly or monthly Savings Plan.

**2. Execution**

2.1. The Customer can receive the Saveback Benefit if the following conditions are met:

a. The Customer has activated the Saveback Benefit in accordance with Section II.1. of these Saveback Benefit Terms and Conditions; **and**

b. **For the month in which the activation of the Saveback Benefit was completed in accordance with Section II. 1. of these Saveback Benefit Terms and Conditions**, the Customer has **set up** one or multiple weekly, bi-weekly or monthly Savings Plan(s) for a total amount of at least EUR 50 to be executed the following month **and**

c. **For each month following the month in which the Saveback Benefit is activated**, the Customer has made one or more transactions under weekly, bi-weekly or monthly Savings Plan(s) for a total amount of at least EUR 50 by the end of that month **and**

d. The Customer has set up a weekly, bi-weekly or monthly Savings Plan for the financial instrument selected for the Saveback Benefit.

2.2. All Saveback Benefits are executed monthly on the 2nd calendar day of the month following the month in which the conditions under Section II. 2.1. of these Saveback Benefit Terms and Conditions are met (if the 2nd calendar day of the month is not a business day, the following business day shall apply).

2.3. If the conditions under Section II. 2.1. of these Saveback Benefit Terms and Conditions are not met, the Customer cannot receive the Saveback Benefit for the respective month in which the conditions are not met.

2.4. In addition, the Special Terms and Conditions for securities transactions with Execution policies (Appendix 5) shall also apply.

**3. Fees**

The execution of Saveback Benefits is free of charge.

**4. Limitations**

- 4.1. The Customer has no entitlement to the Saveback Benefit. The execution of the Saveback Benefit is at the discretion of Trade Republic.
- 4.2. The Saveback Benefit applies to Debit Card transactions of the Customer in the amount of more than EUR 0 that have neither been cancelled nor reversed (finally cleared amounts), with the exception of those under Section II. 4.3. of these Saveback Benefits Terms and Conditions (hereinafter "**Eligible Debit Card Transaction**").
- 4.3. The Saveback Benefit does not apply to the following types of transactions:
- ATM and manual cash withdrawals,
  - Money transfers such as account funding or peer-to-peer payment transactions,
  - Payments with a staged wallet or card,
  - Transactions with a financial institution (including their merchant category code "MCC", MCC 6012),
  - Quasi-cash transactions (including MCC 6050, 6051),
  - Credit Transfers, money orders (including MCC 4829),
  - Investments, e.g. acquisition of securities and Crypto-Assets (including MCC 6211),
  - Gambling and lottery transactions (including MCC 7995, 7801, 9754, 7800, 7802).

Trade Republic reserves the right to exclude other types of transactions from the Saveback Benefit at any time.

- 4.4. The amount of the Saveback Benefit is limited to the relevant percentage of each Eligible Debit Card Transaction (hereinafter "**Saveback Amount**") specified in the Application.
- 4.5. For the execution of Saveback Benefits pursuant to Section II. 2. of these Saveback Benefits Terms and Conditions, the Saveback Amount shall be two decimal places.
- 4.6. The Customer's Saveback Benefit is limited to EUR 15 (fifteen) per month.
- 4.7. If Saveback Benefits cannot be executed in the financial instrument selected by the Customer (e.g. in the event of a delisting, trading halts on the stock exchange, etc.), Trade Republic will ask the Customer to select another financial instrument for the execution of the Saveback Benefit. If the Customer does not select a tradable financial instrument within 60 (sixty) calendar days of Trade Republic's notification pursuant to sentence 1, the Customer cannot receive the Saveback Benefit.
- 4.8. In the event of force majeure, the Customer cannot receive the Saveback Benefit.
- 4.9. If the Customer's Debit Card is deleted or is no longer active, all outstanding Saveback Benefits will be executed in accordance with Section II. 2.2. of these Saveback Benefits Terms and Conditions.
- 4.10. Trade Republic is entitled to reclaim the Saveback Benefit carried out in the event of fraudulent activities by the Customer.

**5. Adjustments**

- 5.1. The Customer can change the status of the Saveback Benefit at any time, i.e. active or paused. In these cases, the Customer will not receive any Saveback Benefit execution for Eligible Debit Card transactions after the pause date. All outstanding Saveback Benefits (all Eligible Debit Card Transactions between the activation of the Saveback Benefit and the pause) will be executed in accordance with Section II. 2.2. of these Saveback Benefits Terms and Conditions.
- 5.2. The Customer may change the financial instrument selected for the Saveback Benefit at any time in accordance with Section II. 1.2. of these Saveback Benefits Terms and Conditions.

**6. Ex-ante cost information**

The ex-ante cost information is made available in the Application.

**7. Trade Republic's right of termination**

- 7.1. Trade Republic may terminate the Saveback Benefit with a notice period of 2 (two) weeks.
- 7.2. Trade Republic may terminate the Saveback Benefit without notice for good cause.
- 7.3. If Trade Republic terminates the Saveback Benefit, the Saveback Amount accumulated at the time the termination takes effect will be invested in the Saveback Benefit in accordance with Section II. 2.2. of these Saveback Benefits Terms and Conditions.

**E. Claims for refunds, correction and damages**

The following provisions apply to payment transactions in the form of payments by Debit Card, by Credit Transfer (including SEPA Instant Payments) and by SEPA Core Direct Debit to the Customer's account, unless otherwise agreed in detail. The definitions of payment transaction and payment order in Section 675f (4) BGB apply.

**I. Unauthorised payment transactions**

**1. Refund for an unauthorised payment transaction**

In the event of an unauthorised payment transaction, Trade Republic has no claim against the Customer for reimbursement of its expenses. It is obliged to reimburse the Customer for the payment amount debited to their account. In doing so, it shall restore the account to the balance it would have had if the unauthorised payment transaction had not been debited. This obligation must be fulfilled at the latest by the end of the business day following the day on which Trade Republic was notified that the payment transaction is unauthorised or has otherwise become aware of it. If Trade Republic has notified a competent authority in writing of justified grounds for suspecting fraudulent behaviour on the part of the Customer, Trade Republic must immediately examine and fulfill its obligation under sentence 2 if the suspicion of fraud is not confirmed. If the payment transaction was initiated via a payment initiation service provider, the obligations arising from sentences 2 to 4 shall apply to Trade Republic.

**2. Liability of the Customer for unauthorised payment transactions**

**2.1. Liability of the Customer until the blocking notification**

- a. If unauthorised payment transactions prior to the blocking notification are based on the use of a lost, stolen or otherwise misplaced Credential or other misuse of a Credential, the Customer shall be liable for the damage incurred by Trade Republic as a result up to an amount of EUR 50 (fifty), irrespective of whether the Customer is at fault.
- b. If unauthorised payment transactions occur prior to the blocking notification and if the Customer has acted fraudulently or has intentionally or grossly negligently breached their duties of notification and due care under this agreement, the Customer shall bear the full amount of the resulting loss. Gross negligence on the part of the Customer may exist in particular if they have culpably breached their duties to cooperate and exercise due diligence in accordance with Section III. 4. of the Framework Agreement, in particular their duty to protect the Credentials and/or to notify blocking, and the damage was caused as a result.
- c. The Customer shall not be liable under the previous two paragraphs if it was not possible for the Customer to notice the loss, theft, misplacement or other misuse of the Credential prior to the unauthorised payment transaction, or if the loss of the Credential was caused by an employee, agent, branch of Trade Republic or any other entity to which Trade Republic's activities have been outsourced.
- d. If the Customer is not a consumer or if the Debit Card is used in a country outside Germany and the EEA, the Customer shall bear the loss arising from an unauthorised Debit Card transaction in accordance with Sections E. I. 2.1. a. and E. I. 2.1. c. of these Special Terms and Conditions if the Customer has negligently breached their obligations under these Special Terms and Conditions as well as their duties to cooperate and exercise due care in accordance with Section III. 4. of the Framework Agreement. If Trade Republic has contributed to the damage incurred through the breach of its obligations, Trade Republic shall be liable for the damage incurred in the amount of the contributory negligence for which it is responsible.
- e. Liability for damage caused within the period for which the Limit applies is limited to the Limit applicable to the respective service.
- f. Notwithstanding Sections E. I. 2.1. a. and E. I. 2.1. d. of these Special Terms and Conditions, the Customer shall not be liable for damages if Trade Republic has not requested strong Customer authentication from the Customer within the meaning of Section 1 (24) ZAG or if the payee or their Bank has not accepted it, although Trade Republic was obliged to provide strong Customer authentication in accordance with Section 55 ZAG. Strong Customer authentication requires in particular the use of two independent Credentials from the categories of knowledge, possession or inherence (see Section III. 2. of the Framework Agreement).
- g. The Customer is not liable to pay compensation for damages in accordance with Sections E. I. 2.1. a., E. I. 2.1. b. and E. I. 2.1. d. of these Special Terms and Conditions if the Customer was unable to submit the blocking notification because Trade Republic did not ensure the possibility of access to the blocking notification.

**2.2. Liability of the Customer from blocking notification**

As soon as Trade Republic has been notified of the loss or theft of the Debit Card, misuse or other unauthorised use of the Credential, Trade Republic shall bear the losses incurred in all subsequent payment transactions. If the Customer acts fraudulently, they shall also bear the losses incurred after the blocking notification.

**II. Claims in the event of non-execution, incorrect or delayed execution of an authorised payment order**

**1. Claims in the event of non-execution, incorrect or delayed execution of an authorised payment order in euros, in other EEA currencies and in third-country currencies within Germany and in other EEA countries**

- 1.1. In the event of non-execution or incorrect execution of an authorised payment order, the Customer may demand immediate and full refund of the payment amount from Trade Republic to the extent that the payment was not made or was incorrect. Trade Republic will then restore the account to the status it would have been in without the non-executed or incorrectly executed payment transaction. If a payment transaction is initiated by the Customer via a payment initiation service provider, the obligations arising from sentences 1 and 2 shall apply to Trade Republic.

If charges have been deducted from the Credit Transfer amount by Trade Republic or intermediaries, Trade Republic shall immediately transfer the deducted amount to the payee.

- 1.2. In addition to Section E. II. 1.1. of these Special Terms and Conditions, the Customer may demand reimbursement from Trade Republic of those fees and interest to the extent that these were charged to him or debited to their account in connection with the non-execution or incorrect execution of the payment transaction.
- 1.3. In the event of delayed execution of an authorised Credit Transfer, the Customer may demand that Trade Republic require the payee's Bank to credit the payment amount to the payee's payment account as if the Credit Transfer had been duly executed. The obligation in sentence 1 also applies if the Credit Transfer is initiated by the Customer via a payment initiation service provider. If Trade Republic proves that the payment amount was received by the payee's Bank on time, this obligation shall not apply.

If, in the case of a Direct Debit or Debit Card transaction, the payment amount is not received by the payee's Bank until after expiry of the execution time (delay), the payee may demand that their Bank credit the payment amount to the payee's account as if the payment had been duly executed.

- 1.4. If a Credit Transfer has not been executed or has been executed incorrectly, Trade Republic will, at the Customer's request, trace the payment transaction and inform the Customer of the result.

**2. Claims in the event of non-execution, incorrect or delayed execution of an authorised Credit Transfer to third countries or for the components of the Credit Transfer made outside the EEA in the case of a third-country currency payment**

In the event of a non-executed, incorrectly or delayed executed authorised Credit Transfer to third countries or for the components of the Credit Transfer made outside the EEA in the case of a third-country currency payment, the Customer (in the case of a third-country currency payment, notwithstanding Sections E. II. 1. and E. III. of these Special Terms and Conditions) in addition to any claims for restitution pursuant to Section 667 BGB and Sections 812 et seq. BGB only claims for damages in accordance with the following provisions:

- Trade Republic is liable for its own fault. If the Customer has contributed to the occurrence of damage through culpable behavior, the principles of contributory negligence shall determine the extent to which the Customer and Trade Republic must bear the damage.
- Trade Republic shall not be liable for the fault of intermediaries. In such cases, Trade Republic's liability is limited to the careful selection and instruction of the first intermediary (forwarded order).
- Trade Republic's liability is limited to a maximum of EUR 12,500 per Credit Transfer. This limitation of liability does not apply to intent or gross negligence on the part of Trade Republic and for risks that it has specifically assumed.

**3. Claims relating to Verification of Payee**

- 3.1. If the Customer authorises an order even though Trade Republic, during Verification of Payee in accordance with Section B. II. 2. of these Special Terms and Conditions, has informed them that the data does not concur or does not match exactly but nevertheless almost matches, Trade Republic shall not be liable for the consequences if it executes the Credit Transfer solely based on the unique identifier of the payee provided by the Customer (see Section B. VI. 2. of these Special Terms and Conditions). This also applies if the payee's Bank has not conducted Verification of Payee and Trade Republic has informed the Customer thereof before the Credit Transfer order was authorised.

- 3.2. If Verification of Payee was conducted incorrectly, and if this leads to incorrect execution of the Credit Transfer, Trade Republic shall, at the request of the Customer, reimburse the transferred amount without delay and, if necessary, restore the balance of the Customer's account to what it would have been before debiting for the Credit Transfer. This shall also apply if the Customer's payment initiation service provider conducted Verification of Payee incorrectly.

**III. Compensation for breach of duty**

1. In the event of non-execution, incorrect or delayed execution of an authorised payment transaction or in the event of an unauthorised payment transaction, the Customer may demand compensation from Trade Republic for any damage not already covered by Sections E. I. 1. and E. II. of these Special Terms and Conditions. This does not apply if Trade Republic is not responsible for the breach of duty. At this, Trade Republic shall be responsible for any fault attributable to an intermediary as if it were its own fault, unless the main cause lies with an intermediary specified by the Customer. If the Debit Card is used in a third country, Trade Republic's liability for the fault of an intermediary involved in the processing of the payment transaction is limited to the careful selection and instruction of such an intermediary. If the Customer has contributed to the occurrence of a damage through culpable behavior, the principles of contributory negligence shall determine the extent to which the Customer and Trade Republic must bear the damage.
2. Liability is limited to 12,500 euros. This liability limit does not apply:
  - for unauthorised payment transactions,
  - for incorrect Verification of Payee,
  - in the event of intent or gross negligence on the part of Trade Republic,
  - for risks that Trade Republic has assumed in particular, and
  - for the interest loss incurred by the Customer.
3. The provisions of this Section E. III. shall not apply to Credit Transfers to third countries or to the components of the Credit Transfer made outside the EEA in the case of a third-country currency payment; in this respect, it remains with Section E. II. 2. of these Special Terms and Conditions.

**IV. Claim for refund in the event of an authorised Debit Card transaction without specifying the exact amount**

The Customer may demand immediate and full refund of the amount of the Debit Card transaction from Trade Republic if they have authorised a Debit Card transaction with a Contractual Company in such a way that the exact amount was not specified at the time of authorisation and the Debit Card payment transaction exceeds the amount that the Customer could expect according to their previous spending behavior, to the content of the contract and the circumstances of the individual case. Reasons related to a foreign currency exchange shall not be taken into account if the agreed exchange rate was used as a basis. The Customer is obliged to explain to Trade Republic the circumstances from which they derive the claim for refund. The claim for refund is excluded if it is not asserted to Trade Republic within eight (8) weeks of the date on which the Debit Card transaction was debited from the account.

**V. Exclusion of liability and objections**

1. Liability on the part of Trade Republic under Sections E. II. to E. IV. of these Special Terms and Conditions is excluded in the following cases:
  - Trade Republic shall prove to the Customer that the Credit Transfer amount has been received by the payee's Bank on time and in full or, in the case of third-country currencies and third country payments, that it has been duly received by the payee's Bank.
  - The Credit Transfer was executed in accordance with the incorrect unique identifier of the payee provided by the Customer (see Section B. VI. 2. of these Special Terms and Conditions). In this case, however, the Customer may request Trade Republic to use its best efforts to recover the payment amount. If the recovery of the Credit Transfer amount is not possible, Trade Republic is obliged to provide the Customer, upon written request, with all available information so that the Customer can assert a claim for refund of the Credit Transfer amount against the actual recipient of the transfer. Sentence 3 does not apply in the case of third country payments. For the activities of Trade Republic pursuant to sentences 2 and 3 of this subsection, Trade Republic shall charge the fee shown in the pricing scheme and/or the Application.
2. Claims of the Customer according to Sections E. I. to E. IV. of these Special Terms and Conditions and objections of the Customer against Trade Republic due to non-executed or incorrectly executed payment transactions or due to unauthorised payment transactions are excluded if the Customer has not notified Trade Republic of an

unauthorised or incorrectly executed payment transaction no later than 13 months after the date of the debit entry. This 13-month period shall only commence if Trade Republic has informed the Customer of the debit entry in accordance with the agreed method for account information within one month of the debit entry at the latest; otherwise the date of notification shall be decisive for the commencement of the period. The Customer may also assert claims for damages in accordance with Section E. III. of these Special Terms and Conditions after expiry of the period in sentence 1 if they were prevented from complying with this deadline through no fault of their own. Sentences 1 to 3 shall also apply if the Customer initiates the Credit Transfer via a payment initiation service provider.

3. Claims by the Customer are excluded if the circumstances giving rise to a claim
- are based on an unusual and unforeseeable event on which Trade Republic has no influence and the consequences of which could not have been avoided even by exercising due care, or
  - were brought about by Trade Republic due to a legal obligation.

## **Appendix 10**

### **Special Terms and Conditions for ELTIF**

**Trade Republic Bank GmbH**

## Appendix 10 Special Terms and Conditions for ELTIF

Trade Republic enables Customers to invest in European Long-Term Investment Funds (ELTIFs) (hereinafter "**ELTIF**") within the meaning of Regulation (EU) No. 2015/760 on European Long-Term Investment Funds (hereinafter "**ELTIF Regulation**"). For this purpose, the Customer may place orders through the Application to invest in an ELTIF (hereinafter "**ELTIF Purchase Order**") or to sell such an investment (hereinafter "**ELTIF Sell Order**", and collectively "**ELTIF Orders**").

For Customer investments in ELTIFs these Special Terms and Conditions apply in addition to the other provisions of the Customer Agreement. In particular, Appendix 2.2 (Special Terms and Conditions for Securities Transactions and Execution Policies) also apply to ELTIF investments. In case of conflict with other provisions of the Customer Agreement, these Special Terms and Conditions shall prevail with respect to ELTIF investments.

### I. General Information; Suitability Assessment

1. Investments in ELTIFs differ from investments in listed securities, such as shares or exchange-traded funds (ETFs). Customers are responsible for informing themselves about the specific features and risks of such investments, both generally and in relation to the specific ELTIF (e.g., on the basis of the investment terms contained in the prospectus, which are displayed to the Customer in the Application), before making an investment. By placing ELTIF Orders, Trade Republic assumes that the Customer is familiar with and accepts the special features and risks of this investment.
2. Due to regulatory requirements, Trade Republic must assess the suitability of an investment in an ELTIF for each Customer wishing to invest in an ELTIF. For this purpose, Trade Republic will request the necessary information from the Customer via the Application.
3. Trade Republic will inform the Customer of the result of the suitability assessment in the Application. If the suitability assessment shows that an ELTIF investment is not suitable for the Customer, the Customer may only place ELTIF Orders if they explicitly choose to proceed with such a transaction. In this case, Trade Republic reserves the right not to allow the Customer to invest in an ELTIF.

### II. Net Asset Value

1. By way of derogation from Section 3.3 of Appendix 2.2 (Special Terms and Conditions for Securities Transactions and Execution Policies), Trade Republic does not display quotes or prices for ELTIF shares (*ELTIF-Anteile*) but rather data based on the net asset value per ELTIF share (hereinafter "**NAV**").
2. The NAV is provided by the ELTIF's respective management company.

### III. Placement of ELTIF Orders

1. Trade Republic may set minimum and maximum amounts or volumes for ELTIF Orders, which will be displayed to the Customer in the Application.
2. The Customer may revoke their ELTIF Purchase Order within two weeks after placing it. Trade Republic reserves the right to execute the ELTIF Purchase Order only after the expiry of the revocation period, if this period ends after the next ELTIF Execution Date pursuant to Section IV. 1. of these Special Terms and Conditions.

### IV. Execution of ELTIF Orders

1. ELTIF Orders can only be executed on certain days determined by the investment terms and the respective management company of the respective ELTIF (hereinafter "**ELTIF Execution Date**"). Several days or even weeks may pass between the Customer placing an ELTIF Order and the ELTIF Execution Date (hereinafter "**ELTIF Order Execution Period**"). Trade Republic is not liable to the Customer for any adverse change in the NAV during the ELTIF Order Execution Period. The Customer alone bears the risk of a changing NAV in this period.
2. Trade Republic will continuously inform the Customer of the status of their ELTIF Order in the Application.
3. ELTIF Orders are generally executed at the currently available NAV on the ELTIF Execution Date. Trade Republic may aggregate and execute ELTIF Orders from several Customers collectively. While aggregation may generally be disadvantageous for Customers compared to individual execution, this risk does not generally apply to ELTIF Orders. In particular, aggregation will not lead to a different execution price than for an individual

order. The ELTIF shares purchased or sold through the aggregated order will be booked into or out of the Customer's securities account in line with the individual ELTIF Orders. By way of derogation from the aforementioned principles, in individual cases, aggregation may lead to execution at a NAV other than the currently available NAV. In such cases, order allocation is made in accordance with Art. 68(1)(c) of Delegated Regulation (EU) No. 2017/565.

4. After acceptance of an ELTIF Purchase Order, Trade Republic is entitled to block the amount required for execution on the Customer's account. This amount will no longer be shown as available balance. To this extent, the Customer makes an advance payment and can no longer dispose of the balance equal to the blocked amount. By way of derogation from Section 6.1 of Appendix 3.1 (Special Terms and Conditions for Safekeeping of Customer Funds), Trade Republic does not pass on any interest to the Customer on blocked funds.
5. After execution of an ELTIF Sell Order, Trade Republic will credit the proceeds to the Customer's Omnibus Trust Account.

**V. Early Termination of an ELTIF Investment**

1. As a rule, ELTIF shares cannot be redeemed before the end of the ELTIF's term. Subject to Sections V. 2. to V. 6., ELTIF Sell Orders can therefore not be executed before expiry of the term. The term of the ELTIF can be found in the investment terms.
2. ELTIF shares may be redeemed regardless of the term if provided for in the investment terms. In this case, the investment terms set out the redemption conditions (e.g., ramp-up phase, minimum holding period, quarterly redemption intervals, or deductions). Subject to Sections V. 3. to V. 6., ELTIF Sell Orders will generally only be executed in line with the redemption conditions in force.
3. At its discretion, Trade Republic may allow the Customer to terminate ELTIF investments wholly or partly irrespective of the conditions in Sections V. 1. and V. 2., and to receive and execute a binding ELTIF Sell Order before maturity (hereinafter "**Early ELTIF Sell Order**").
4. The receipt of an Early ELTIF Sell Order by Trade Republic does not constitute a legally binding acceptance of an Early ELTIF Sell Order. By receiving the Early ELTIF Sell Order alone, no binding contract between Trade Republic and the Customer for the redemption of the ELTIF shares is created.
5. ELTIFs are generally illiquid financial instruments. Trade Republic therefore reserves the right to accept or reject the Customer's offer to redeem ELTIF shares by the next ELTIF Execution Date at the latest. In the event of acceptance of the Early ELTIF Sell Order, a binding contract between the Customer and Trade Republic is only concluded at that point. The Customer waives the requirement to receive Trade Republic's declaration of acceptance.
6. If execution of Early ELTIF Sell Orders on the next ELTIF Execution Date cannot otherwise be ensured, Trade Republic may offer the Customer in the Application to amend or cancel their Early ELTIF Sell Order in whole or in part. If the Customer accepts, the order will be amended accordingly. If the Customer cancels it in whole or in part, it lapses to that extent.

**VI. Special Provisions for Savings Plans in ELTIF**

If Trade Republic enables Savings Plans in ELTIF, the following applies by way of derogation from Appendix 2.4 (Special Terms and Conditions for Savings Plan): If several Savings Plans of the Customer are executed within the same ELTIF Order Execution Period, Trade Republic will aggregate the invested amounts and execute them as one ELTIF Purchase Order on the next ELTIF Execution Date. Section IV. 3 of these Special Terms and Conditions applies accordingly.

**VII. Acquisition of Fractions**

By way of derogation from Section 2.15. of the Framework Agreement, fractions of ELTIF shares may be acquired if the amount selected by the Customer divided by the NAV at execution does not result in a whole number.

**VIII. Securities Account Transfer**

The Customer cannot transfer ELTIF shares booked in their securities account to another securities account of the Customer at a financial institution licensed in the EU. If the Customer requests a transfer of their ELTIF shares in the Application, they will not be transferred but sold, and the proceeds credited to the Customer's account.

**ELTIF Promotion Terms**

The following ELTIF Promotion Terms apply for a limited time to Customer investments in ELTIF under the ELTIF Special Terms and Conditions (Appendix 10).

- I. Trade Republic offers a timely limited 1% Match Promotion (hereinafter **"1% Match"**). Trade Republic pays an additional 1% (one percent) on each ELTIF Purchase Order (hereinafter **"Bonus"**) during the first 30 days after product launch (hereinafter **"Bonus Period"**). Example: If a Customer invests €1,000 in an ELTIF, Trade Republic adds €10, increasing the total investment to €1,010. There is no maximum cap per Customer for this Bonus.
- II. The 1% Match is limited to the Bonus Period. The expiry date of the 1% Match and further details are displayed in the Application.
- III. All existing Customers of legal age with an account at Trade Republic are eligible (hereinafter **"Eligible Customers"** to participate). Minors, including holders of so-called child accounts, are not eligible for the 1% Match.
- IV. Eligible Customers receive the Bonus only if all conditions of these ELTIF Promotion Terms are fulfilled within the timeframe specified in the Application.
- V. A Bonus earned will be credited directly to the Customer's account within 30 days after execution of the ELTIF Purchase Order, provided that all conditions of these ELTIF Promotion Terms are met. Eligible Customers may not request transfer of the Bonus to other Customers' accounts or payment in cash.
- VI. The Bonus follows the same execution period as the original investment. Bonus ELTIF shares are acquired at the same NAV as for the original investment in ELTIF.
- VII. Trade Republic is entitled to reclaim or reverse a Bonus already credited if the acquired ELTIF shares are sold within 24 months of purchase (hereinafter **"Clawback"**). Only ELTIF shares purchased after the Bonus Period without Bonus can be sold at any time under Section V of the ELTIF Special Terms and Conditions without forfeiture of the Bonus. Partial sales of ELTIF shares originally purchased with a Bonus also result in forfeiture. Example: If a Customer buys 50 ELTIF shares and receives a €50 Bonus, then later acquires another 25 ELTIF shares without Bonus, they may sell up to 25 ELTIF shares without losing the Bonus. If they sell 26 or more, the entire €50 Bonus will be reclaimed.
- VIII. Trade Republic may exclude individual Customers from the 1% Match at its discretion if they act abusively, fraudulently, or in breach of the Customer Agreement.
- IX. In case of undue hardship due to a significant change in the Bonus value, the Eligible Customer may contact Trade Republic Customer service to request early release from the 24-month restriction. Clawback does not affect other Customer or consumer rights, such as account termination rights. However, if Customers decide to close their account during the Clawback period, Trade Republic is entitled, as set out in Section VII. of these ELTIF Promotion Terms, to reclaim or reverse the Bonus.
- X. Trade Republic reserves the right to change or terminate the 1% Match Promotion at any time without prior notice and without stating reasons, in particular in the event of significant abuse. Termination does not apply to Eligible Customers who made their investment before termination takes effect.
- XI. The organizer of the 1% Match is Trade Republic Bank GmbH, Brunnenstr. 19–21, 10119 Berlin, Germany. These ELTIF Promotion Terms and any disputes, disagreements, or claims arising out of or in connection with them are subject exclusively to the laws of the Federal Republic of Germany, excluding its conflict-of-laws rules, and shall be construed accordingly. To the extent permitted by law, the exclusive place of jurisdiction for all proceedings and actions arising out of or in connection with these ELTIF Promotion Terms is Berlin, Germany.
- XII. Should any provision of these ELTIF Promotion Terms be declared invalid or unenforceable by a competent court, the remaining provisions shall remain in full force and effect.

# **Appendix 11**

## **Country Conditions Netherlands**

### **Trade Republic Bank GmbH**

## Appendix 11 Country Conditions Netherlands

### A. General

#### I. Scope of application

1. This Appendix 11 governs the Country Conditions Netherlands for activities and services being carried out by Trade Republic Bank GmbH through its Dutch branch, named Trade Republic Bank GmbH, Branch Netherlands (hereinafter "**Branch Netherlands**") (see Section A. II. of these Country Conditions Netherlands). The Branch Netherlands is always acting in representation of Trade Republic Bank GmbH in the course of its business activities (hereinafter jointly "Trade Republic", unless otherwise specified). As described in Section A. II. 1. of these Country Conditions Netherlands the following activities and services are carried out by Trade Republic Bank GmbH through the Branch Netherlands, operating under the supervision of De Nederlandsche Bank (DNB):
  - the exercise of safekeeping and administration of financial instruments on behalf of Customers with a Custody Account at the Branch Netherlands,
  - the deposit-taking with a Dutch IBAN account.
2. The competent home state supervisory authority of Trade Republic Bank GmbH is the German Federal Financial Supervisory Authority - Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Str. 108, 53117 Bonn, Germany, [www.bafin.de](http://www.bafin.de). De Nederlandsche Bank (DNB), Frederiksplein 61, 1017 XL Amsterdam, Netherlands as the competent host state supervisory authority also performs certain supervisory functions especially in the area of anti-money laundering.
3. These Country Conditions Netherlands shall only apply to a person who have successfully completed the onboarding process and/or the migration process within the Trade Republic Application to benefit from the Dutch product offering like a Dutch IBAN (hereinafter the "**Migration Process**"). The Migration Process results in the issuance of a Dutch IBAN and, where applicable, a new Custody Account number and in the application of the tax reporting obligations under *Wet inkomstenbelasting 2001* (Income Tax Act 2001) and associated laws and regulations (including *Algemene wet inzake rijksbelastingen* and *Uitvoeringsbesluit inkomstenbelasting 2001*). A Customer who does not complete the Migration Process and does not fulfil the related requirements (e.g. provision of a Tax Identification Number (TIN)) will remain subject to the terms and conditions of the Framework Agreement, without the application of this Appendix 11 (hereinafter "**Existing Customer**"). An Existing Customer will not be entitled to access or benefit from any of the services or terms provided under these Country Conditions Netherlands until the Migration Process initiated by Trade Republic has been successfully completed by the Existing Customer. For the avoidance of doubt, the tax-related provision set out in Section VII. 6. of the Framework Agreement, Section 2.13 (customer agreement version 06.02), or any corresponding clause in the previously accepted version of the Framework Agreement, shall continue to apply to the Existing Customer while certain tax reporting obligations under the Income Tax Act 2001 and associated laws and regulations do not apply to Customers who have not successfully completed the Migration Process.
4. From a civil law perspective the Customer's contracting party is Trade Republic Bank GmbH in Germany. The activities and services listed under Section A. II. of these Country Conditions Netherlands are therefore carried out by Trade Republic Bank GmbH through the Branch Netherlands being a dependent branch office and having no legal personality of its own. However, De Nederlandsche Bank (DNB) have certain supervisory powers with regard to those activities and services carried out through the Branch Netherlands as described in Section A. I. 1., 2. and A. II. of these Country Conditions Netherlands.
5. These Country Conditions Netherlands apply in addition to the terms and conditions of the Framework Agreement and its Appendices subject to Section A. II. and may contain deviating regulations that take precedence.

#### II. Scope of activities and services carried out through the Branch Netherlands

1. The following activities and services have been notified to De Nederlandsche Bank (DNB) to be carried out in the Netherlands under the freedom of establishment regime by Trade Republic Bank GmbH through the Branch Netherlands:
  - Taking deposits and other repayable funds: This activity enables Trade Republic to offer Customers a Dutch IBAN for their account. All services related to the account maintenance (e.g. account statements) will be carried out through the Branch Netherlands, see Section V. of the Framework Agreement and Section III. 1.4 and 4.1. of Appendix 1.
  - Safekeeping and administration of financial instruments on behalf of customers: This activity allows Trade Republic to offer a local Custody Account. Appendices 4 and 5 contain the relevant provisions for this activity to be carried out through the Branch Netherlands.

2. The term "Trade Republic" used in the relevant provisions in the Framework Agreement and its Appendices referring to the activities and services listed in Section A. II. 1 of these Country Conditions Netherlands means Trade Republic Bank GmbH acting through the Branch Netherlands. All other services offered by Trade Republic Bank GmbH than those mentioned in Section A. II. 1. (e.g. payment services) continue to be or are provided on the basis of freedom of providing services regime (cross-border) by Trade Republic Bank GmbH.

**B. Deviations from the Framework Agreement and its Appendices**

**I. Framework Agreement**

**1. Customer funds; Settlement**

Section VII. 6. of the Framework Agreement shall not apply.

**II. Appendix 1 - Pre-contractual information**

**1. Section I. General information about Trade Republic**

Section I of Appendix 1 will be deleted and replaced with the following:

**1. Name and address of the headquarter**

Trade Republic Bank GmbH  
Brunnenstr. 19-21  
D-10119 Berlin  
Germany

**2. Name and address of the branch in the Netherlands**

Trade Republic Bank GmbH, Branch Netherlands  
c/o Regus, Kraanspoor 50,  
1033SE Amsterdam, Netherlands

**3. Persons legally authorised to represent Trade Republic**

Managing directors: Andreas Torner, Gernot Mittendorfer, Christian Hecker, Thomas Pischke

**4. Entry in the German commercial register of the headquarters**

Commercial Register of the Local Court of Charlottenburg (Berlin), Germany; registration number HRB 244347 B

**5. Entry of the branch in the Dutch Commercial Register**

Trade Republic Bank GmbH, Branch Netherlands registered at the Netherlands Chamber of Commerce under CCI number: 87291851

**6. Main business activity**

As its main business, Trade Republic provides financial services and banking businesses of all kinds and thereto related businesses. Deposit taking as well as safekeeping and administration of financial instruments as passported activities/services are carried out by Trade Republic Bank GmbH through its Branch Netherlands.

**7. Competent supervisory authorities**

Trade Republic Bank GmbH is licensed as a CRR credit institution. The competent supervisory authorities are:

- The German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin), Graurheindorfer Straße 108, 53117 Bonn, Germany and Marie-Curie-Straße 24-28, 60439 Frankfurt am Main, Germany ([www.bafin.de](http://www.bafin.de))
- De Nederlandsche Bank (DNB), Frederiksplein 61, 1017 XL Amsterdam, Netherlands

**8. BaFin registration number of the headquarter**

BaFin-ID: 10150368

**9. Branch code of De Nederlandsche Bank (DNB)**

DNB Relationship Number: R197802

**2. Section II. Complaints and out-of-court dispute resolution**

Section II. 4.1. (Complaints) of Appendix 1 shall be deleted and replaced with the following:

The Customer may at any time submit a complaint with BaFin, either in writing or for the record, about violations by Trade Republic of the ZAG (*Zahlungsdiensteaufsichtsgesetz*), Sections 675c to 676c BGB or Section 248 of the Introductory Act to the German Civil Code (*Einführungsgesetz zum BGB* – hereinafter “**EGBGB**”).

Trade Republic is obliged to attend to and resolve the complaints and claims presented by its Customers, related to their legally recognised interests and rights.

For this reason, Trade Republic has created a Customer Service Department which, governed by internal regulations, aims to attend to and resolve the complaints and claims presented by its Customers.

If you are unable to resolve the situation with us, you can submit your complaint to the Dutch Financial Services Complaints Board (Kifid):

Telephone: +31 70 333 8999

Website: [www.kifid.nl](http://www.kifid.nl)

**3. Key features**

Section III. 1.4. of Appendix 1 shall be deleted and replaced with the following:

Trade Republic maintains a current account for the Customer, credits incoming payments to the account and processes payment transactions initiated by the Customer (e.g. credit transfer) to the debit of this account, provided the account has sufficient credit and the other execution conditions are met. In particular, the following services are covered by the Framework Agreement: account management and execution of payment transactions (credit transfers including those initiated via iDEAL, standing orders, debiting of SEPA core direct debits and payment transactions made with a debit card).

**4. Components of the Framework Agreement**

Section III. 2.2. of Appendix 1 shall not apply and replaced with the following:

The Framework Agreement consists of the following components:

- Framework Agreement
- Appendix 3 Special Terms and Conditions for Customer Funds
- Appendix 4 Special Terms and Conditions for the Execution of Customer Orders
- Appendix 5 Special Terms and Conditions for securities transactions with Execution policies
- Appendix 6 Special Terms and Conditions for Savings Plan
- Appendix 7 Special Terms and Conditions for the Provision of Crypto-Asset Services
- Appendix 8 Special conditions for Instantly Available Credit Balance
- Appendix 9 Special Terms and Conditions for Payment Services
- Appendix 10 Special Terms and Conditions for ELTIF
- Appendix 11 Country Conditions Netherlands

In addition, the Customer receives the following information with the conclusion of the Framework Agreement:

- Appendix 1 Pre-contractual information for distance contracts for financial services and Customer information pursuant to Sec. 63 (7) of the German Securities Trading Act (WpHG)
- Appendix 2 Information on Handling Conflicts of Interest

**5. Right of Withdrawal of the Customer**

In the withdrawal notice contained in Section III. 8 of Appendix 1 the following address shall be added under Section 1 as further possible address the withdrawal can be sent to:

Trade Republic Bank GmbH, Branch Netherlands  
Kraanspoor 50, 1033SE Amsterdam, Netherlands

E-mail address: [withdrawal@traderepublic.com](mailto:withdrawal@traderepublic.com)

### **III. Appendix 3 - Customer Funds**

#### **1. Customer Funds**

- 1.1. The following paragraph shall be added as further sub-paragraph to Section I. 2. of Appendix 3:

For the avoidance of doubt, it should be noted that also for Customers who are within the scope of the Country Conditions Netherlands (Appendix 11), the trust order and the associated fiduciary commitment for the safekeeping of the Customer funds in Omnibus Trust Accounts is concluded between Trade Republic Bank GmbH and the Customer in accordance with Section VII. of the Framework Agreement and the Special Terms and Conditions for Customer Funds (Appendix 3). The provisions on the safekeeping of Customer funds shall apply equally to funds received in the account of the Customer via the use of the Dutch IBAN.

### **IV. Appendix 9 - Payment Services**

The Customer can use iDEAL to initiate a payment instruction as payer or as payee, provided that it is available in the Application. iDEAL is a routing platform for enabling payments operated by Currence iDEAL B.V., which governs the rules for iDEAL transactions in the Netherlands.

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