



# Client Agreement

06-05-2022

BUX B.V. is a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) with its statutory seat in Amsterdam, the Netherlands, registered with the Trade Register of the Dutch Chamber of Commerce in Amsterdam under number 58403949. BUX B.V. is authorised as an investment firm and supervised as such by the Dutch Authority for the Financial Markets (AFM).



## **Introduction – Client Agreement**

BUX is an investment firm that provides the investment service of reception and transmission of Client Orders in relation to certain Financial Instruments. BUX performs this investment service to its Clients under this Client Agreement. The Client Agreement consists of the electronic Application Form and the Terms and Conditions, which contain a description of the services of BUX and the essential rights and obligations of the Client and BUX. The applicant becomes a Client and the conditions apply between BUX and the Client after the Client executes the electronic Application Form and the subsequent acceptance by BUX. As part of its service, BUX transmits the Orders of Clients for execution to its Executing Broker(s) who will send the Orders to the Execution Venue(s) as specified in the BUX Order Execution Policy. For the avoidance of doubt, nothing in this Client Agreement shall be deemed or construed to create any agreement between the Client and the Executing Broker(s) and/or between the Client and the Execution Venue(s).

On completion and execution of Your Application Form by ticking the “Yes, I want to become a Client and I agree to the Terms and Conditions” box in the mobile application, You:

- confirm that You agree to and read and understand these Terms and Conditions;
- agree to have read and understand the Risk Disclosure made available on the Website; and
- confirm that You agree and have read and understand the BUX Order Execution Policy made available on the Website.

Once we have accepted Your application, You will be bound by these Terms and Conditions and the BUX Order Execution Policy.

# **TERMS AND CONDITIONS**

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## Terms and Conditions of the Client Agreement

The Client Agreement consists of the electronic Application Form and these Terms and Conditions. The Client Agreement contains a description of the services of BUX and the essential rights and obligations of the Client and BUX.

### 1 Definitions and Terminology

<b>Account</b>	Your account(s) with BUX for investing Financial Instruments, as the case may be.
<b>Account Value</b>	The value of Your Account.
<b>Act on the Financial Supervision</b>	The Act on the Financial Supervision (Wet op het Financieel Toezicht, Wft) as amended from time to time.
<b>App</b>	The secure online password protected interactive mobile application(s) offered by BUX.
<b>Application Form</b>	The BUX application form as available in the App and on Our Website filled in by You.
<b>Appropriateness Test</b>	The test, pursuant to MiFID II, to assess whether the investment service or Financial Instrument is appropriate for You, in which it is requested to provide information regarding Your knowledge and experience in the relevant investment field.
<b>Associated Company</b>	A company that is a group company within the meaning of article 2:24b of the Dutch Civil Code or an Executing Broker and/or BUX Custody.
<b>Available Cash</b>	The amount of available cash that is administered in Your Account which You can use for new Orders.
<b>Bank Account</b>	The bank account in Your name held with an EU credit institution.
<b>BUX Order Execution Policy</b>	The policy established by BUX regarding the execution of Orders: "BUX Order Execution Policy" as published on the Website.
<b>Business Day</b>	A day on which the relevant execution venue is open for trading.
<b>BUX</b>	BUX B.V.: a private limited liability company ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ) with its statutory seat in Amsterdam, the Netherlands, registered with the Trade Register of the Dutch Chamber of commerce in Amsterdam under number 58403949. BUX B.V. is authorised as an investment firm (beleggingsonderneming) and supervised as such by the AFM.

<b>BUX Custody</b>	Stichting BUX Custody: a passive entity (a foundation, in Dutch: “stichting”), which has the sole purpose: holding Financial Instruments and money for Clients.
<b>"Client", "You" and "Your"</b>	A person for whom BUX has opened an Account.
<b>Client Agreement</b>	The Application Form and the Terms of Conditions.
<b>Cash Trading Account</b>	The Cash trading account at ABN AMRO Clearing Bank N.V. (hereafter: ABN AMRO Clearing Bank), which You opened at ABN AMRO Clearing Bank.
<b>Corporate Action</b>	The occurrence of any of the following in relation to the issuer of any relevant share: <ul style="list-style-type: none"><li>a) payment of dividend;</li><li>b) optional dividend;</li><li>c) take-over bid;</li><li>d) issuance of claim rights;</li><li>e) split or reverse rights;</li><li>f) any other event which has a diluting or concentrating effect on the market value of the share.</li></ul>
<b>Customer Services</b>	Our customer services department.
<b>Event Outside Our Control Or Force Majeure</b>	Any cause preventing BUX from performing any or all of its obligations under the Terms and Conditions which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of BUX, including: <ul style="list-style-type: none"><li>a) an emergency or exceptional market condition;</li><li>b) compliance with any Laws and Regulations;</li><li>c) any act, event, omission or accident which prevents an Executing Broker from maintaining an orderly market in one or more of the underlying financial instruments in relation to which it ordinarily accepts trades;</li><li>d) any strike, lock-out or other industrial dispute, riot, terrorism, war, civil commotion, nuclear, chemical or biological contamination, sonic boom, act of God, malicious damage, accident, breakdown of equipment, fire, flood, storm, interruption of power supply, failure of a utility service or breakdown of or interruption in any electronic communication or information system;</li><li>e) the suspension or closure of any index/market/exchange or the abandonment or failure of any event upon which an Executing Broker bases, or which it may relate its quotes, with the result that, in their reasonable opinion, they are unable to maintain an orderly trading market;</li></ul>

f) in the event of force majeure (overmacht), as defined in article 6:75 of the Dutch Civil Code (Burgerlijk Wetboek).

<b>Executing Broker</b>	An Executing Broker as mentioned in the BUX Order Execution Policy.
<b>Execution Venue</b>	An Execution Venue in the meaning of MiFID II.
<b>Fee</b>	The fees as published on the Website.
<b>Financial Instrument</b>	A financial instrument within the meaning of MiFID II offered through any BUX mobile application.
<b>Fractional Shares</b>	Fractional shares are pieces, or fractions, of whole shares of a company or ETF as further specified in the Product Information Sheets.
<b>Insolvency Event</b>	<p>a) if a resolution is passed for Your winding up, dissolution or administration or an order is made against You, the appointment of a receiver, administrator, manager, administrative receiver or similar officer over, or if any encumbrancer takes possession of or sells, all or any part of Your business or assets, the making of an arrangement or composition with Your creditors generally or the making of an application to court for protection of Your creditors generally. If You are part of a partnership, the occurrence of any of the foregoing events in relation to any partner in that partnership shall be deemed an Insolvency Event” in relation to You; or</p> <p>b) if You become insolvent or are otherwise unable to pay Your debts as they fall due, or any act of insolvency or analogous event (to those set out in paragraph (a) above) occurs in respect of You.</p>
<b>Laws and Regulations</b>	Any applicable laws and regulations (including but not limited to the Act on Financial Supervision).
<b>“Lending”, “Lent” and “Lend”</b>	The use by BUX of Financial Instruments that BUX holds for You or for which BUX Custody has a right of delivery against a third party.
<b>Manifest Error</b>	An error omission or misquote (by BUX or any third party) which is manifest or palpable. This includes Us providing You with the wrong information (e.g. prices) taking into account the current Market and currently advertised prices. Examples include wrong price, month, expiry date or Market or any error of any information source.



<b>Market Disruption Event</b>	a) when a Financial Instrument is cancelled by the relevant exchange; b) when an unusual movement in the level of, or the unusual loss of liquidity in respect of the shares on which the Price is based occurs.
<b>Markets</b>	The markets the Executing Brokers from time to time make available for trading.
<b>MiFID II</b>	The Markets in Financial Instruments Directive (2014/65/EU) of the European Parliament and of the Council of 15 May 2014 and Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 and the delegated directives and delegated regulations thereto.
<b>MTF (Multilateral Trading Facility)</b>	A type of trading venue which is a multilateral system, operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in financial instruments in the system and in accordance with non-discretionary rules that results in a contract.
<b>Order</b>	An instruction from You through a mobile application (or by telephone for closing an open position and only in the event of an unscheduled mobile application outage or in a situation where You are not able to access the mobile application e.g. due to loss or malfunction of the Your mobile phone) to place an order to buy or sell (a fraction of) Financial Instruments against the price as inserted by You, and made and accepted in accordance with the specific terms of the Client Agreement in relation to orders.
<b>OTC</b>	Over the Counter (OTC): A transaction that is executed on an Execution Venue other than a Trading Venue (i.e. a Regulated Market, MTF or an OTF).
<b>OTF (Organised Trading Facility)</b>	A venue which is not an RM or an MTF and in which multiple third-party buying and selling interests in equities, bonds, and other financial instruments are able to interact in the system in a way that results in a contract. The distinguishing factor of an OTF (compared with an MTF) is the element of discretion
<b>Personal Data</b>	For example but not limited to: Your first name, Your date of birth, Your address.
<b>Product Information Sheets</b>	The product information sheets as published on the Website and as amended from time to time.
<b>Price</b>	The price set by the Executing Broker.

<b>Regulated Market</b>	A multilateral system that is operated or managed by a market operator and that brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments within the system.
<b>Retail Client</b>	A person who has been classified by us as a retail client in accordance with MiFID II.
<b>Risk Disclosure</b>	The notice provided to You in the App and on the Website, setting out a non-exhaustive statement of the risks involved in trading.
<b>Services</b>	Our services as set out in clause 6.
<b>Terms and Conditions</b>	The BUX general Terms and Conditions as included in this document and the appendices to this Client Agreement.
<b>Trade</b>	A transaction meaning the conclusion of an acquisition or disposal of a Financial Instrument.
<b>Website</b>	The website maintained by BUX currently under the URL, including subdomains and pages: <a href="https://getbux.com/bux-zero/">https://getbux.com/bux-zero/</a> (as may be amended from time to time).
<b>“We”, “Us” and “Our”</b>	BUX B.V. or “BUX”
<b>Your Information</b>	All personal and financial information about You which: a) BUX obtains from You (including Your Application Form), from Your use of learning tools (including trade simulators) or from third parties (including stockbrokers), credit reference agencies, fraud prevention agencies, providers of investment services and other organisations; and/or b) relates to or is ascertained from Your Account, the way You use and manage Your Account, the transactions and payments made.

When You read the Terms and Conditions, bear in mind the following:

We have included headings to clauses to help You find relevant clauses. However these headings will not affect the meaning of the Terms and Conditions.

When We refer to the singular We also refer to the plural and vice versa. Any reference to a particular gender includes the other genders.

## 2 Client Agreement, Application Form, Terms and Conditions and Risk Disclosure

- 2.1 The Client Agreement governs the contractual relationship between BUX and You. The Client Agreement consists of the electronic Application Form and the Terms and Conditions, and has the effect of an agreement after You executed the Application Form in the mobile application or on Our Website. Parties agree that execution of the Application Form may be done by electronic acceptance of its applicability in a mobile application or on Our Website.
- 2.2 You hereby confirm that You have read the Risk Disclosure.
- 2.3 In addition to the Client Agreement between You and BUX, further information by way of Product Information Sheets can be found on the Website, or copies can be requested from Customer Services.
- 2.4 BUX does not provide investment advice or any other advice. Any comments, observations or statements made by an employee of BUX are not in any way a recommendation to place an Order. Any information in Our mobile application(s), on Our Website or in any correspondence or promotional material, should not be interpreted or understood as investment advice.
- 2.5 BUX can make changes to the Terms and Conditions from time to time.
- 2.5.1 BUX B.V. is allowed to amend the Terms and conditions by aligning these conditions with:
- 2.5.1.1 Changes in our product and service offering;
  - 2.5.1.2 Legislative and regulatory changes;
  - 2.5.1.3 Changes in the interpretation of laws by the supervisory authorities;
  - 2.5.1.4 Technological developments;
  - 2.5.1.5 Any other changes due to the fact that BUX B.V. has a reasonable interest in changing the Terms and Conditions.
- 2.5.2 BUX will inform You about such changes, whereby BUX will either (a) request You to electronically accept these changes in the relevant mobile application(s) or (b) these changes will be applicable to You unless You inform BUX in writing not to agree with those changes within fourteen (14) days after BUX has communicated the changes to You. The moment You (i) do not electronically accept the changes or (ii) inform BUX in writing in accordance with (b) in the previous sentence, both You and BUX will be entitled to terminate the Client Agreement with immediate effect. Insofar as necessary to meet a requirement under the Laws and Regulations, changes to the Terms and Conditions will be directly applicable and You will not have the ability to reject the changes. You can at all times download and read the most recent version of the Terms and Conditions on the Website.
- 2.5.3 BUX B.V. is not allowed to amend the Terms and Conditions in such a way that it would disrupt the balance between your rights and BUX's rights in your disadvantages.
- 2.5.4 BUX B.V. informs you about any changes and the date it will be applicable at least fourteen (14) days before the changes apply. If You do not wish to accept such changes, You have the right to terminate this Agreement with immediate effect. The fourteen (14) days notice period is not needed in case the changes are a result of:
- A ruling of a court or complaint committee;

- An instruction or order of the regulator;
  - Changes in and to comply with applicable Laws and Regulations.
- 2.6 By signing the Client Agreement You agree to receive on-topic updates in the form of emails throughout using the Services. By registering with Us, You also agree to conduct business with Us electronically and via the internet and receive all required notices and disclosures in an electronic format, including but not limited to email messages to an authorised email address that You have provided to Us. These emails may contain the required notices or disclosures or may alert You of the availability of such notices or disclosures on the Website. BUX also reserves the right to effect delivery of notices or disclosures by posting these to the Website without any email transmission, to the extent this is permitted by the Laws and Regulations. If, at any time, You would like to withdraw your consent to the receipt of electronic communications, You must notify our Customer Services at: [support@getBUX.com](mailto:support@getBUX.com). As a user of the application You may request paper copies of any electronic notice or disclosure We provide. If You would like to change the email address You have provided to us, You must notify our Customer Services via email at: [support@getBUX.com](mailto:support@getBUX.com).
- 2.7 These Terms and Conditions (and any changes to these Terms and Conditions) supersede any other previous agreement between You and Us on the same subject matter.

### **3 Client Agreement and Power of Attorney**

- 3.1 By accepting and executing the Terms and Conditions You grant BUX an irrevocable power of attorney (onherroepelijke volmacht) in which you grant BUX the right to receive and transmit Orders and to perform all other acts as necessary or conducive to this, all at the account, risk and expense of You and as further specified and under the conditions of the BUX Order Execution Policy and the Product Information Sheets.
- 3.2 Parties agree that execution of the Terms and Conditions, including the power of attorney provided to BUX as per clause 3.1, may be done by way of electronic acceptance of its applicability in a mobile application.

### **4 BUX Custody**

- 4.1 BUX uses BUX Custody for the safekeeping of the Financial Instruments and money for Clients. BUX Custody is a passive entity (a foundation, in Dutch: "stichting"), which has a sole purpose: holding Financial Instruments and money for Clients. This ensures that positions in Financial Instruments and money of Clients are segregated from the capital of BUX and - in case of bankruptcy of BUX - the Financial Instruments and money of Clients fall outside the bankruptcy (liquidation estate) of BUX.
- 4.2 BUX Custody is used by BUX for holding all positions in money and Financial Instruments for the account of Clients.
- 4.3 BUX is fully authorised by BUX Custody to act and contract on behalf of BUX Custody. BUX enters into this Client Agreement for itself and on behalf of BUX Custody. Rights and obligations that arise under this Client Agreement and that relate to the holding of Financial Instruments are concluded by BUX on behalf of BUX Custody. All communication and instructions between You and BUX Custody go through BUX as an authorised representative of BUX Custody.

- 4.4 You hereby grant BUX an irrevocable power of attorney to give instructions to BUX Custody on Your behalf and to process instructions and to collect the agreed fees of BUX.

## **5 Positions in money and Financial Instruments & deficit**

- 5.1 The positions in money and Financial Instruments from You with BUX Custody (hereafter: Positions), will be held by third parties such as clearing members, security depositories custodians and central counterparties. The involved merits (such as - but not limited to - profits, dividend) and demerits (such as - but not limited to - bankruptcy of one of the third parties, taxes and/or other mandatory amounts by virtue of rules and regulations) of the Positions are for Your risk and account and will be credited to/ debited from your Account by BUX.
- 5.2 BUX will use best efforts in good faith to ensure that the value of all positions in money and Financial Instruments, which BUX and BUX Custody hold for Your account and Risk with third parties, corresponds with the value of all rights in money and Financial Instruments. Despite these endeavours, it may occur that there is a deficit in money in a certain currency or in a certain Financial Instrument (Deficit), which BUX Custody holds for the Clients, for example caused by an error of BUX Custody or BUX. BUX may refuse Orders until the moment BUX is able to allocate the Deficit. In case BUX finds out that the Deficit is caused by the failure of a Client to provide sufficient collateral of funding for its investments, then BUX will undo the Deficit at the expense of that Client. In case BUX will not be able to determine that the Deficit is caused by one or more specific Clients, BUX will allocate the Deficit to all Clients for whose Account such specific currency and or Financial Instrument (same ISIN) is or should be held, pro rata.

## **6 Acceptance and Customer Classification**

- 6.1 BUX will provide its Services subject to the acceptance, onboarding and customer due diligence of the (prospective) Client.
- 6.2 BUX has internal policies and procedures regarding acceptance, onboarding, customer due diligence and the scope of its Services it provides to certain (categories of) natural persons. BUX reserves the right to, at its sole discretion, refuse to accept persons as a Client without providing a reason for such refusal.
- 6.3 As part of the acceptance procedure, BUX conducts customer due diligence on persons who executed the Application Form. Customer due diligence includes BUX ascertaining and verifying the identity of these persons. You agree to cooperate in relation to customer due diligence and to truthfully answer the questions asked by BUX relating to onboarding and the Appropriateness Test carried out by BUX, where applicable.
- 6.4 Pursuant to the Laws and Regulations, You must be classified as a retail client, professional client or as an eligible counterparty. Your classification determines the level of client protection and information You are entitled to. In order to provide all its customers with the same level of client protection and information and because the highest level of protection is afforded to retail clients, BUX classifies all its customers as a Retail Client. Once We have accepted Your application, You will therefore be classified by BUX as a Retail Client.

- 6.5 You may request a different classification than originally assigned. BUX is not obliged to honour such a request and does in principle not offer You the possibility to opt for a classification other than Retail Client.
- 6.6 The information that You provide Us with is relied upon by Us when processing Your application, for client classification purposes and for otherwise dealing with You. You need to inform Us immediately of any changes (e.g. change of address, contact details, change in employment or financial status, bank/credit details) by email to Customer Services (via [support@getBUX.com](mailto:support@getBUX.com)), in the mobile application via the account handling page or via chat with Customer Services.
- 6.7 Persons that are residents of the United States of America, including those who qualify as 'US Citizen', 'permanent resident', 'resident alien' or 'US Person' as per the law of the United States of America (each a "US Person") and residents of other jurisdictions that do not or only limited tolerate the offering of financial or investment services to their citizens (a "Resident") must not utilise the services of BUX. You declare to BUX that you do not qualify as a US Person or Resident. You herewith indemnify BUX for any damages that BUX suffers due to You violating this prohibition or declaration.
- 6.8 You warrant BUX that You only act for Your account and risk and enter into the Client Agreement in Your own name and not as agent for or for the account of a third party.
- 6.9 You will promptly provide Us with any information which We request from You to evidence the matters referred to in these Terms and Conditions or to comply with any Laws and Regulations or otherwise, and will notify Us if there is any material change to such information.
- 6.10 BUX will not provide its Services to persons under the age of 18 years.

## **7 Services**

- 7.1 BUX enables You to conduct Orders in certain Financial Instruments, through a mobile application, on an execution-only basis. In this respect, BUX provides the investment service of reception and transmission of Orders. After BUX receives a valid Order from You through a mobile application, BUX will automatically and electronically transmit such Order for execution to and by the relevant Executing Broker on behalf and at the expense and risk of You. You can only provide Orders to BUX through a mobile application.
- 7.2 BUX does not undertake to give You investment advice (as defined in MiFID II) about the merits or consequences of Our Services or transactions or the risks to which You may be exposed in respect of any service or transaction.
- 7.3 You can make use of several payment methods to fund Your Account, such as for example SEPA payment (Single European payment area payment) or a payment method via a payment service provider as further specified and published on the Website.
- 7.4 BUX will provide You with customer service, through Our mobile application(s), Website and Our Customer Services, in respect of technical support relating to a mobile application, responding to complaints, inquiries and requests in relation to its Services.
- 7.5 If complaints, inquiries or requests relate to the Services under this Client Agreement, BUX will be the point of contact and will endeavour to respond to such inquiries or requests.
- 7.6 Although You can only provide Orders to BUX through a mobile application, You may telephone Customer Services to place closing Orders only in situations where the

relevant mobile application is unavailable (due to an unscheduled mobile application outage) or in a situation where You are not able to access the mobile application (e.g. due to loss or malfunction of Your mobile phone). Please note that in these circumstances, it will not be possible to place new Orders.

- 7.7 BUX will provide notice to You of the Fee through the relevant mobile application(s) and You hereby authorise BUX to charge the relevant Fee to You by debiting Your Account(s). Further information by way of Our price-list (as may be amended from time to time) can be found on the Website or can be requested from Customer Services.

## 8 Warnings

- 8.1 Investing carries risk. You confirm to be aware of and accept the risks associated with the trading or investment in Financial Instruments on the basis of execution only and agree not to enter into positions that can lead to loss that You cannot bear.
- 8.2 You should only invest if You are willing to accept this level of risk and if You decide that it suits Your investment objectives.
- 8.3 You should read Our Risk Disclosure. We strongly recommend that You agree that if any part of the Terms and Conditions or the Risk Disclosure is unclear or if You are unable to understand any part of them, You should contact Us before agreeing to them.
- 8.4 It is Your decision as to whether or not You place any Orders.
- 8.5 The decision to place Orders lies with You alone, not Us, and You are responsible for the effect a Trade might have on any open positions.
- 8.6 Trading on Your Account is Your responsibility and You should monitor all Your Trades and activities carefully. You should refer to the following for further information on trading and to check on open positions:
- o mobile application(s);
  - o the Website;
  - o Customer Services;
  - o Product Information Sheet(s).
- 8.7 Customer Services can be contacted if You require further information on products.
- 8.8 If We provide You with execution-only services in relation to non-complex Financial Instruments (such as -but not limited to- shares admitted to a Regulated Market), We are not required to obtain information from You regarding Your knowledge and experience so as to enable Us to make an assessment as to the appropriateness of the instrument or service provided or offered. Please note, therefore, that in that case You will not benefit from the protection of the relevant rules requiring Us to assess the appropriateness of the product or service for You.
- 8.9 You acknowledge that electronic communications can be subject to delay and/or corruption and that content may not be provided in real time or updated.
- 8.10 Orders cannot be placed by email.
- 8.11 We can, acting reasonably and in our sole discretion, refuse any request by You to place an Order.
- 8.12 Any Order can be rejected by Us if any - but not limited to - of the following applies:
- 8.12.1 The Order would result in any breach of this Client Agreement, the rules of an Executing Broker or any Laws and Regulations.
  - 8.12.2 There is no (technical) connection with the relevant Executing Broker.
- 8.13 The BUX Order Execution Policy provides information regarding the execution of Orders.

8.14 Payments by You or by Us to You are made to or from Your Bank Account. All payments must be transferred from Your Bank Account or by debit card payment from an EU institution.

## **9 Your Tax Position**

9.1 BUX will not provide You with tax advice and it is Your responsibility to seek Your own tax advice for all and any tax that may be payable in relation to Your investment in Financial Instruments.

9.2 BUX will not accept any liability with regard to Your tax position.

## **10 Disclosure of Information**

10.1 You should refer to the Risk Disclosure and Fee. We may disclose the information that You provide to Us, together with any other information which may relate to Your Accounts or to Your dealings with Us, to any affiliate or agent, or in accordance with any Laws and Regulations, or where necessary for the performance of Our obligations to You, or for marketing purposes.

10.2 We have provided You with the Risk Disclosure which is designed to assist You in understanding the nature and risks in relation to trading in the offered Financial Instruments. This information will be updated and will be available on the Website. The appropriate paragraphs of the Risk Disclosure should always be read before entering into an Order.

10.3 Account Value and Available Cash can be ascertained via the relevant mobile application. You can also call Customer Services. You should note however that from time to time We may credit Your Account with a 'cash credit' in connection with a promotional offer. However, depending on the terms of the offer, this offer may not be withdrawn from Your account as cash. You should also note that if the qualifying terms of a promotional offer state that a minimum number of trades are required and if the trades are placed in an illogical manner or in a manner that is deemed to be out of the ordinary, in order to abuse the terms of the promotional offer, then payments of Your profits may be refused.

## **11 Trade/Account Details**

11.1 We will provide an online facility in a mobile application for accessing Trade and Account details which includes information concerning executed Orders, historical trading information, Your Account Value, Available Cash, an overview of deposits and withdrawals, received bonuses, received dividends, received compensations, or any corrections/adjustments (if applicable).

11.2 You agree to the provisions of the Trade and Account details by way of the online facility in a mobile application. However by sending an email to Customer Services You can request an overview of Your Trade history in an Excel file which We will send to You within 5 Business Days.

11.3 This Trade overview will be sent to You by email. You must therefore keep Us informed of Your up to date email address.

11.4 As soon as You receive any Trade overview, You must check to ensure it is correct and it is Your responsibility for doing so. If you believe that the Trade overview is incorrect, you must tell us immediately but no later than 6 weeks upon receipt. Failure to make



objections within the aforementioned period of 6 weeks shall be deemed to be your approval and acceptance of the Trade overview.

- 11.5 If You receive Your annual statement of account which You think is incorrect, You must tell Us immediately but no later than 6 weeks upon receipt. Failure to make objections in due time shall be deemed to be your approval and acceptance of the statement of account.
- 11.6 If You so request, We will supply You with such reasonable information that You request in relation to the status of any position or Order.
- 11.7 You must keep yourself informed and up to date in relation to Your open positions and Orders placed. The mobile application provides access to all open positions, Orders placed, recent transaction history, Account Value and Available Cash. In case you nevertheless require further information on the aforementioned topics, You can also telephone Customer Services.

## **12 Lending Financial Instruments**

- 12.1 You hereby give consent to BUX to Lend the Financial Instruments held in Your Account. At all times BUX will be the counterparty in this respect to You and as such will have the obligation to redeliver the Financial Instruments that are Lent. For more detailed information about the Lending, please see Appendix I BUX Securities Lending Agreement to this Client Agreement.
- 12.2 If BUX Lends Your Financial Instruments, then no asset segregation will apply in relation to such Financial Instruments. Instead, You will have a right of redelivery against BUX. In order to mitigate the risk that BUX will not be able to redeliver the Securities that are Lent, BUX will procure that it, or an entity appointed by it for this purpose, holds collateral to the amount of at least the value of the Financial Instruments that are Lent. This enables BUX to meet its obligations towards You in all situations as much as possible.
- 12.3 Lending Financial Instruments does not change Your Account Value: You still hold a claim against BUX Custody as specified in the Account Value as Financial Instruments that are Lent by BUX. In reality, BUX Custody will not hold the Financial Instruments concerned at that moment but, instead, will hold (a security right on) money or other Securities as security. The Financial Instruments that are Lent will be assigned by BUX in the administration of BUX Custody to one or more specified clients on the basis of a predetermined allocation procedure.

## **13 Corporate Actions**

- 13.1 You hereby: (i) acknowledge and agree that We will have no duty to inform You of any Corporate Action, even if We become aware thereof, (ii) irrevocably waive Your right to exercise any Corporate Action that may be exercised by the holder of the shares that You beneficially own through our Service, and (iii) agree that We may in Our own discretion act on those Corporate Actions as We see fit (which may include - amongst others but not limited to - not to take any action at all). In case We inform You about a Corporate Action, no rights can be derived from that information or from the fact that We informed You. Further information regarding income from Financial Instruments is provided in the Product Information Sheets regarding Corporate Actions, expiration and administrative actions.

- 13.2 BUX will withhold tax with regards to the cash distribution and/or cash reorganisation if applicable as further specified in the Product Information Sheets.
- 13.3 BUX will not utilise the voting right to Securities held on behalf of the client. On Your request, BUX will endeavour to procure that Client obtains the right to attend the shareholder meeting and the right to vote with respect to the Securities held for the account of Client.. Fractional shares do not exist outside the BUX administration. This means BUX will be rounding down to the nearest whole share for the total number of eligible shares for voting purposes.

## **14 Termination and Closing Your Account – BUX Right**

- 14.1 BUX can close Your Account(s) or terminate the Client Agreement by giving You at least 14 days' notice in writing (subject as mentioned below) if:
  - 14.1.1 Any litigation is commenced between You and Us;
  - 14.1.2 You persistently act in an abusive manner when dealing with Us;
  - 14.1.3 An Insolvency Event occurs in relation to You. In this case We may close Your Account and terminate the Client Agreement immediately without prior notice and We will then inform You that We have done so;
  - 14.1.4 You become of unsound mind (which includes lacking legal capacity or being placed under guardianship);
  - 14.1.5 We believe that We are unable to manage the risks (commercial, legal, regulatory, or reputational risks) that Your Orders and/or Trades pose to You, Us or the Financial Instrument to which Your Orders and/or Trades relate;
  - 14.1.6 You default under the Client Agreement; or
  - 14.1.7 For any other reason in BUX' absolute discretion.

## **15 Cancellation and Termination - Your Right**

- 15.1 You may cancel the Client Agreement between You and Us (in whole, not in part) within 14 days of the date You were allocated an Account number (the "Cancellation Period") by providing written notice to Us. To cancel Your agreement, first close Your open positions, secondly withdraw the (remaining) amount in Your Account and subsequently please write to us at: BUX B.V., Plantage Middenlaan 62, 1018 DH, Amsterdam, or email to Customer Services. We do not accept notice of cancellation by telephone.
- 15.2 If You cancel Your Client Agreement with Us during the Cancellation Period, We will treat this as an instruction to close all open positions (at a price You agree with BUX, or in the absence of agreement, at the Price) and to cancel all Orders. Your Account will be closed as soon as reasonably practicable after We have received Your cancellation notice, all open positions are closed, all Orders are cancelled, You withdrew the (remaining) amount in Your Account and all Your obligations under the Client Agreement have been discharged.
- 15.3 In addition to Your right to cancel, You have a separate and independent right to close Your Account (in whole, not in part) by giving Us written notice at any time to close Your Account ("Termination Notice"). Your Account will be closed as soon as reasonably practicable after We have received Your Termination Notice, all open positions are closed, all Orders are cancelled, You withdrew the (remaining) amount in Your Account and all Your obligations under the Client Agreement have been discharged. To terminate under this clause, please write to: BUX B.V., Plantage Middenlaan 62, 1018

DH, Amsterdam, or email to Customer Services. We do not accept notice of termination by telephone.

- 15.4 If You cancel or terminate the Client Agreement under this clause, BUX may still retain any monies held to meet any of Your liabilities or You may owe Us any monies to meet any of Your liabilities which You then have to pay at first request.
- 15.5 Upon closure of Your Account under this clause, We will send You written confirmation that it has been closed.
- 15.6 Fractional shares are not transferable. If you close your account, the fractional shares held in your account will need to be liquidated.

## 16 Complaints and Disputes

- 16.1 You should raise any complaint that You may have with Us as soon as possible. You should keep Your own record of dates and times of transactions as that will assist Us to investigate as it may be difficult or not reasonably possible for Us to locate records/tapes in relation to transactions in the absence of reasonable information as to dates and times. A summary of Our complaints handling procedure can be found on the Website or alternatively requested from Customer Services. Any complaint or dispute should in the first instance be referred to Customer Services. If not resolved to Your satisfaction You may refer the matter in writing to Our compliance department. In addition, if You are a consumer and You are dissatisfied with BUX' handling of any complaint, You may refer the matter to the Financial Services Complaints Tribunal (Klachteninstituut Financiële Dienstverlening, "Kifid") whose address is:

Klachteninstituut Financiële Dienstverlening (Kifid)  
Postbus 93257  
2509 AG Den Haag  
Chamber of Commerce number: 27289675  
Telephone: +31 (0) 70 333 8 999  
Website: <https://www.kifid.nl/>

## 17 Protection of Your Money (Deposit Guarantee Scheme)

- 17.1 A Deposit Guarantee Scheme (DGS) is in place which seeks to compensate account holders if a bank is unable to meet its obligations ensuing from claims from deposits. Your money will be administered in Your Cash Trading Accounts at ABN AMRO Clearing Bank within three business days after Your deposit (because of this money in transit there might be a difference between the Available Cash and the value of your Cash Trading Account). Money administered in Your Cash Trading Account (which does not include money in transit) up to EUR 100.000 is protected under the DGS subject to the conditions as mentioned and specified in the information sheet Depositgarantiestelsel of Your CTA client agreement with ABN AMRO Clearing Bank.

## 18 Protection of Your investments in financial instruments

- 18.1 Your investments in financial instruments fall under the protection of the Investor compensation scheme (ICS) under the conditions as mentioned on <http://www.toezicht.dnb.nl/en/2/51-202210.jsp>. The Scheme compensates under conditions stipulated by law Your loss of the investor up to a maximum amount of EUR

20.000 per person if the BUX cannot meet its obligations after it has been declared bankrupt.

## 19 Representations and Warranties

- 19.1 When You enter into this Client Agreement and these Terms and Conditions, and each time You place an Order or give any other instruction, You represent and warrant to Us that:
- 19.1.1 All information that You have provided to Us (including in Your Application Form) is true, accurate and complete in all material respects, this applies in particular to Your age and identity;
  - 19.1.2 All information You provide to Us from time to time is true, correct and complete;
  - 19.1.3 You have completed, executed and submitted Your Application Form yourself;
  - 19.1.4 You are authorised to enter into and perform the Terms and Conditions, and complete the Application Form in compliance with any relevant laws or regulations;
  - 19.1.5 Neither the entry into these Terms and Conditions, the placing of any Order or the giving of any other instruction will violate any law applicable to You (in particular any US law, tax laws, market abuse laws or insider dealing laws);
  - 19.1.6 You understand and accept that if You are not a citizen of the Netherlands, You may also be subject to laws other than Dutch laws (including other tax laws) and that these may differ from Dutch laws;
  - 19.1.7 You understand and accept that You are responsible for Your own tax position and liability and that BUX does not give tax advice and has not provided tax advice in this or any other document;
  - 19.1.8 All Orders placed and instructions given are done by You;
  - 19.1.9 You will inform Us promptly if You change address and You understand and accept that, for legal reasons, We may not be able to continue to provide this service to You if You change the country in which You are a resident; and
  - 19.1.10 You act as principal, this means that all transactions are for your own risk and account.

## 20 Conflicts of Interest

- 20.1 Under the Laws and Regulations We are required to have arrangements in place to manage conflicts of interest between Us and Our Clients and between Our different Clients. We operate in accordance with a conflict of interest policy We have put in place for this purpose under which We have identified those situations in which there may be a conflict of interest and, in each case, the steps We have taken to manage that conflict. A summary of Our conflicts of interest policy is available on the Website or can be requested from Customer Services.

## 21 Data Privacy and Your Personal Data

- 21.1 BUX is the data controller in relation to Your Information.
- 21.2 You agree that BUX can:
- 21.2.1 Rely on Your Information in assessing Your application, classification and in all its dealings with You;
  - 21.2.2 Its Associated Companies can store and process Your Information on their computers, databases and in any other way.

- 21.3 You agree that BUX and/or its Associated Companies can use, analyse, assess and deal with Your Information as follows:
- 21.3.1 We may consider applications made by You:
- 21.3.1.1 For financial risk assessment, credit check, money laundering checks, compliance, regulatory reporting and fraud prevention. This includes performing credit and identity checks, obtaining bankers' references, making enquiries of credit reference and fraud prevention agencies, making enquiries of other providers of investment services and making any other enquiries it considers reasonable. You understand that credit reference agencies, fraud prevention agencies and other providers of investment services may maintain a record of any enquiry and the information given to them and may share search details and Your Information with Us given to them and other organisations for credit fraud, crime prevention and money laundering purposes (or similar) or to recover or trace debts;
  - 21.3.1.2 To comply with Laws and Regulations;
  - 21.3.1.3 To comply and administer services supplied, to manage Your Account and recover amounts payable;
  - 21.3.1.4 For assessment and analysis (including statistical, product and marketing analysis) including identifying products and services which may interest You;
  - 21.3.1.5 To help Us understand and develop Our businesses, services and products.
- 21.4 You agree that BUX and/or its Associated Companies can disclose Your Information in the following circumstances:
- 21.4.1 To Our Associated Companies and to any of Our/their service providers (including any data processors We or they may engage) agents or subcontractors (including in connection with legal proceedings), on the understanding that they will keep information confidential;
  - 21.4.2 To any regulator of BUX;
  - 21.4.3 In response to enquiries made by credit reference or fraud prevention agencies or any other person We reasonably believe to be seeking a reference or credit reference in good faith (including other providers of investment services);
  - 21.4.4 To anyone to whom We transfer all or any of Our rights and/or obligations in relation to Your Information under the Terms and Conditions;
  - 21.4.5 To any person to whom We have a duty to disclose or to the extent that the Laws and Regulations require or permit Us to disclose (including any government, regulatory or other relevant authority).
- 21.5 You have rights under the Data Protection Act; for example to be informed of the type of Personal Data held about You and its uses. Please also refer to Our Privacy Notice which can be found on the Website.
- 21.6 As Our business and that of Our Associated Companies develops, the way in which We look at, record and use Your Information may change. Generally this will be because of changes in technology and in line with Your expectations. If however We believe that the change is not obvious to You, We (or Our Associated Companies) will give You notice. If You are notified of a change and continue to maintain Our mobile application for at least 30 days after You are notified then You will have consented to that change (unless You write to Us and tell Us that You do not consent).

- 21.7 In order to provide Our Services to You, it may be necessary for Your Information to be transferred to someone to provide a service in other countries (including countries outside the EEA). You consent to that unless You tell Us otherwise in writing. If We do so, we will ensure that the person to whom We pass the information agrees to treat it with the same level of protection as if We were dealing with it.
- 21.8 You agree that We may record all conversations with You and monitor (and maintain a record of) all e-mails and other electronic communication sent by or to Us also in accordance with the Laws and Regulations. The mobile application generally contains a record of all communications/transactions conducted over the mobile application, but this is not guaranteed. All those records are BUX property and can be used by Us in the case of a dispute.
- 21.9 BUX will add Your Information to its databases/ store information manually for the purposes of informing You (whether by letter, telephone (including text messages), electronically by mobile application or computer or otherwise), about its products and services (including those of other persons) which may be of interest to You. BUX will also be entitled to pass Your Information to its Associated Companies which will also be entitled to use Your Information in the same way in relation to their products/services. If You do not wish to receive information, please contact Customer Services.
- 21.10 You are not allowed to use any Personal Data in Your user name.
- 21.11 Should You have any questions or complaints about Your privacy please contact Us by writing to Our data protection officer using the following email address: [dpo@getbux.com](mailto:dpo@getbux.com).

## 22 Intellectual Property

- 22.1 The mobile applications, the Website and any and all information or materials contained in them or which We may supply or make available to You (including any software which forms part of those materials) (the “Intellectual Property Materials”) are and will remain Our property or that of Our service providers (including the providers of real time price data to Us). In addition:
- 22.1.1 All copyright, trademarks, design rights and other intellectual property rights in those Intellectual Property Materials are and will remain Our property (or those of third parties whose intellectual property We use in relation to products and services We provide to You);
- 22.1.2 You will not supply or give access to all or part of the Intellectual Property Materials to anyone else and You will not copy all or any part of them;
- 22.1.3 You will only use the Intellectual Property Materials for the operation of the mobile application(s) in accordance with the Terms and Conditions;
- 22.1.4 If We have provided any Intellectual Property Materials to You in connection with the mobile application(s) You will return those to Us on closure of Your Account.
- 22.2 We will use reasonable endeavours to ensure that the Website and the mobile application(s) can normally be accessed for use in accordance with the Terms and Conditions. However:
- 22.2.1 We do not warrant that they will always be accessible or useable;
- 22.2.2 We do not warrant that access will be uninterrupted or error free;
- 22.2.3 We are entitled to suspend such access and use (with or without notice) for any good reason including to carry out maintenance, repair, update, upgrades or development (though We will endeavour to give You prior notice);

- 22.2.4 We are entitled to suspend such (partial) access and use until You have installed or updated the latest version of a mobile application for any good reason including security updates and bug fixes (though We will endeavour to give You prior notice).
- 22.2.5 We are not liable to You for Our failure to perform any obligation or discharge any duty owed to You under these Terms and Conditions if the failure results from an Event Outside Our Control or for any losses arising if access is prevented or interrupted due to an Event Outside Our Control and /or for maintenance, repair, upgrades or development; or
- 22.2.6 Technical or communication difficulties may be encountered.
- 22.3 We warrant that We have the right to permit You to use the Intellectual Property Materials in accordance with the Terms and Conditions.
- 22.4 We will use reasonable endeavours that the Intellectual Property Materials are free from any virus, but We do not warrant that this will be the case. In which case, You must use Your own virus protection software.
- 22.5 You are responsible for ensuring that Your information technology is compatible with Ours.
- 22.6 With respect to any market data or other information that We or any third party service provider provide to You in connection with Your use of the mobile application(s) or Website(s), (a) We and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) We and any such provider are not responsible or liable for any actions that You take or do not take based on such data or information; (c) You will use such data or information solely for the purposes set out in this Client Agreement; (d) such data or information is proprietary to Us and any such provider and You will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by the Laws and Regulations; (e) You will use such data or information solely in compliance with the Laws and Regulations; and (f) You will pay such market data costs (if applicable, for access to derived data for example) associated with Your use of electronic trading services as We inform You from time to time.

## 23 Notices

- 23.1 This clause does not affect the way in which You can place Orders, which can only be done via the mobile application or by telephone for closing an open position and only in the event of an unscheduled mobile application outage or in a situation where You are not able to access the mobile application e.g. due to loss or malfunction of Your mobile phone.
- 23.2 If We are required to serve a notice on You in writing this means that We will serve that notice by any of the following methods: by email; by post; by publication on the Website; via the relevant mobile application(s).
- 23.3 Any written notices that We may send You will be sent to Your last home or email address provided by You to Us, or other contact details. You must therefore notify Customer Services if any of Your details change.
- 23.4 You must send notices to Our Customer Services, as follows:

BUX B.V.  
Plantage Middenlaan 62  
1018 DH, Amsterdam

The Netherlands  
Telephone number: +31(0) 85 888 5505  
Email address: [support@getbux.com](mailto:support@getbux.com)

## 24 Limitation of Liability

- 24.1 We will not be liable for any loss, liability or cost suffered or incurred by You as a result of Us providing Services to You unless the loss, liability or cost is caused by Our gross negligence, wilful default or fraud committed while acting on Your instructions.
- 24.2 We will not be liable or accept any responsibility for any loss, liability or cost which You incur arising from the default of any Executing Broker which We may appoint where We have taken reasonable care in appointing the Executing Broker.
- 24.3 We will not be liable for any loss, liability or cost which You may suffer or incur as a result of the gross negligence, default or fraud of any third party which We have taken reasonable care in appointing.
- 24.4 We shall not be liable to You for any indirect or direct, consequential losses or expenses, loss of profit or opportunity, (including in relation to subsequent market movements), whether arising out of contract, tort (including negligence) or otherwise, arising under or in connection with the Terms and Conditions, You may suffer or incur, including as a result of:
- 24.4.1 A Manifest Error;
  - 24.4.2 An Event Outside Our Control and Market Disruption Event;
  - 24.4.3 Unauthorised access to Your Account and/or the mobile application(s);
  - 24.4.4 Corruption of data sent to Us by You;
  - 24.4.5 You being unable to communicate with Us due, for example, to temporary loss of Your internet or telephone connection, including You being unable to close an Order or give any other instruction;
  - 24.4.6 The unavailability of the mobile application(s) or the Website;
  - 24.4.7 Any damage or loss that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to or use of the mobile application(s) or Website or in connection with Services;
  - 24.4.8 A Corporate Action; and/or;
  - 24.4.9 Any Orders and/or Trades or other transactions You make or refrain from making with Us.

## 25 Indemnity

- 25.1 On a continuing basis You will indemnify Us against any loss, liability, cost and expenses which We may suffer or incur as a result of acting on any instruction which We reasonably believe to have been approved by You, or as a result of Your breach of any material provision of these Terms and Conditions. Such losses, costs and expenses include Our legal costs and other third party costs reasonably incurred in recovering any sums from You.

## 26 Fee

- 26.1 Fees will be published on the Website.
- 26.2 You hereby authorise BUX to charge the relevant Fee to You by debiting Your Account(s) and/or Your Bank Account and/or the credit or debit card provided by You.



Further information by way of Our price-list (as may be amended from time to time) can be found on the Website or can be requested from Customer Services.

- 26.3 BUX sets the Fee parameters. Details are available on the Website or can be obtained from Customer Services.
- 26.4 BUX may amend the Fee from time to time and reserves the right to do so. You should ensure You know the current Fee but if You are uncertain, please contact Us.
- 26.5 Your attention is particularly drawn to the Risk Disclosure and the impact on profitability as a result of commissions and other.
- 26.6 BUX reserves the right to charge an account inactivity fee, details of which may be obtained from the Fee schedule or from Customer Services.

## **27 Assignment**

- 27.1 BUX may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Client Agreement and may subcontract or delegate in any manner any or all of its obligations under the Client Agreement to any third party or agent.
- 27.2 You shall not, without Our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of Your rights or obligations under the Client Agreement.

## **28 Waiver**

- 28.1 A waiver of any right under the Client Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Client Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 28.2 Unless specifically provided otherwise, rights arising under the Client Agreement are cumulative and do not exclude rights provided by law.

## **29 Severance**

- 29.1 If a court or any other competent authority finds that any provision of the Client Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Client Agreement shall not be affected.
- 29.2 If any invalid, unenforceable or illegal provision of the Client Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **30 Variation**

- 30.1 Except as set out in these Terms and Conditions, any variation, including the introduction of any additional terms, to the Client Agreement, shall only be binding when agreed in writing by You and Us.

## **31 Miscellaneous**

- 31.1 We are obliged to comply with the Laws and Regulations concerning money laundering and any Order placed by You with Us is covered by the relevant Laws and Regulations.

- 31.2 Without prejudice to any other rights to which We may be entitled, We may at any time and without notice to You set off any amount (whether actual or contingent, present or future) at any time owing between You and Us.
- 31.3 Our records, unless shown to be wrong, will be evidence of Your dealings with Us in connection with Our Services. You will not rely on Us to comply with Your record keeping obligations, although records may be made available to You on request at Our discretion.

## **32 Governing law and Jurisdiction**

- 32.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Dutch law, and the parties irrevocably submit to the exclusive jurisdiction of the courts competent in Amsterdam, The Netherlands.

## **33 Signing**

- 33.1 Your signature is an electronic signature as mentioned in article 3:15a of the Dutch Civil Code and Regulation (EU) no. 910/2014 of the European Parliament and of the Council of 23 July 2014 (*Regulation on electronic identification and trust services*) and has the same legal rights as a handwritten signature.
- 33.2 By signing this agreement You agree to the Client Agreement including the:
  - 33.2.1 the BUX Order Execution Policy and You are aware of the risks related to OTC trading as stipulated in the BUX Order Execution policy and you agree that Your orders may be executed OTC;  
and the attachments to this agreement:
  - 33.2.2 Securities lending agreement;
  - 33.2.3 Declaration on not being a U.S. person;
  - 33.2.4 Declaration on Your tax residence;
  - 33.2.5 Free Shares Promotion terms and conditions.

## Appendix 1

# **BUX Zero Securities Lending Agreement**

BUX B.V. is a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) with its statutory seat in Amsterdam, the Netherlands, registered with the Trade Register of the Dutch Chamber of Commerce in Amsterdam under number 58403949. BUX B.V. is authorised as an investment firm and supervised as such by the Dutch Authority for the Financial Markets (AFM).

## Introduction

This agreement applies when you make use of the services of BUX B.V.

### Parties

BUX B.V, with its registered office at Plantage Middenlaan 62, 1018 DH, Amsterdam (hereinafter: 'BUX'), represented by Yorick Naeff

and

Client

### Whereas

- You and BUX have entered into a Client Agreement on the basis of which BUX shall provide services in response to an assignment from You;
- By means of this Agreement, you give consent to BUX for borrowing Your Financial Instruments and to lend those Financial Instruments to a third party;
- BUX will apply a collateral structure which aims to mitigate the risk that BUX is unable to meet its obligations towards You in connection with the Lending of Financial Instruments.

## BUX's services and the terms and conditions governing Securities

### Lending

#### 1. Definitions

- 1.1 The terms used in this BUX Securities Lending Agreement have the same meaning as attributed to them in the Client Agreement, unless defined otherwise below:
- a. Financial Instruments: financial instruments referred to in the Securities Lending Handbook, which the Client holds in his/her Account and, on the basis of this Securities Lending Agreement, may from time to time be used by BUX;
  - b. The Borrower: a party designated by BUX, as specified in more detail in the Securities Lending Handbook, with which BUX enters into loan transactions;
  - c. Collateral: security in the form of Financial Instruments that BUX will receive if it Lends Your Financial Instruments to a third party, which security BUX will transfer to Stichting BUX Collateral;
  - d. Securities Lending Handbook: the handbook which describes the obligations and rights of the Client in relation to Securities Lending, as well as the most important risks of Securities Lending;
  - e. Securities Lending Agreement: this BUX Securities Lending Agreement.

#### 2. Securities Lending Agreement, priority, amendments

- 2.1 The Terms and Conditions of Securities Lending and the Securities Lending Handbook both apply to this Securities Lending Agreement and form an integral part of the Securities Lending Agreement.
- 2.2 By signing this Securities Lending Agreement, You declare You have received, read and understood the contents of this Securities Lending Agreement and the Securities Lending Handbook.

- 2.3** In the event of any conflict or inconsistency between the Securities Lending Agreement and the Securities Lending Handbook, the BUX Securities Lending Agreement has priority.
- 2.4** BUX is entitled to amend the Securities Lending Agreement by aligning these conditions with:
- 2.4.1** Changes in our product and service offering;
  - 2.4.2** Legislative and regulatory changes;
  - 2.4.3** Changes in the interpretation of laws by the supervisory authorities;
  - 2.4.4** Technological developments;
  - 2.4.5** Any other changes due to the fact that BUX B.V. has a reasonable interest in changing the conditions.
- 2.5** BUX BV is not allowed to amend these conditions in such a way that it would disrupt the balance between your rights and BUX's rights in your disadvantages.
- 2.6** BUX BV informs you about any changes and the date it will be applicable at least thirty (30) days before the changes apply. If You do not wish to accept such changes, You have the right to terminate this Securities Lending Agreement with immediate effect. The thirty (30) days notice period is not needed in case the changes are a result of:
- A ruling of a court or complaint committee;
  - An instruction or order of the regulator;
  - Changes in and to comply with applicable Laws and Regulations.

### **3. Terms & Conditions and Risks of Securities Lending**

- 3.1** You herewith give consent to BUX to borrow Your Financial Instruments. BUX may, in turn, Lend these Financial Instruments to a Borrower. You lose the legal title to the Financial Instruments during the lending period but retain the economic benefits of these Financial Instruments. BUX makes use of BUX Custody for the safekeeping of the Financial Instruments and money for Clients. If BUX Lends Your Financial Instruments to a Borrower, BUX will ensure that these Financial Instruments are directly transferred from BUX Custody to the Borrower.
- 3.2** Financial Instruments which BUX has borrowed from You, do during the borrowing period, not fall under the asset segregation structure of BUX. Instead, You have a claim against BUX for the redelivery of the Financial Instruments concerned. BUX intends to Lend Your Financial Instruments to third parties. BUX will ensure that Stichting BUX Collateral receives a sufficient amount of collateral when it does so. BUX will transfer this collateral to Stichting BUX Collateral. In the event that BUX would not be able to meet its obligations towards You in relation to Your Lent Financial Instruments, Stichting BUX Collateral will apply the collateral it holds, to acquire equivalent Financial Instruments. Stichting BUX Collateral will subsequently deliver those Financial Instruments to You and other Clients who Lent their Financial Instruments to BUX.
- 3.3** The Financial Instruments that are Lent shall be specified in BUX's administration as being allocated to one or more Clients on the basis of a predetermined allocation procedure.
- 3.4** To limit the risks associated with Lending Financial Instruments as far as possible, BUX is responsible for ensuring that BUX Custody continuously receives collateral which is worth at least the value of the Financial Instruments being Lent. The most significant risks are described in the Securities Lending Handbook. The Client declares that he/she is aware of, understands, and accepts the features and risks of Securities Lending.
- 3.5** BUX is not obliged to use any of Your Financial Instruments for securities lending purposes.
- 3.6** You will lose Your voting rights on the Financial Instruments being used by BUX.

- 3.7** You will be entitled to monetary compensation if a dividend or other payment is made on the Financial Instruments that have been used, as specified in more detail in the Securities Lending Handbook.
- 3.8** You are aware that, by signing the Securities Lending Agreement, You lose Your rights of ownership on the Financial Instruments being used during the Lending period; as a result of which, during the Lending period, You will no longer enjoy the same protection of the Financial Instruments which You would have enjoyed had the Financial Instruments not been Lent.

**4. Applicable law and competent court**

- 4.1** This Agreement is governed by Dutch law.
- 4.2** In the event of any dispute between BUX and Client, this dispute will be submitted to the competent court in Amsterdam which has the jurisdiction to hear all disputes ensuing from this agreement.

**Signature**

**BUX B.V.**

**Client**

## Appendix 2

# **BUX Zero NON-U.S. PERSON DECLARATION**

BUX B.V. is a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) with its statutory seat in Amsterdam, the Netherlands, registered with the Trade Register of the Dutch Chamber of Commerce in Amsterdam under number 58403949. BUX B.V. is authorised as an investment firm and supervised as such by the Dutch Authority for the Financial Markets (AFM).

## NON-U.S. PERSON DECLARATION RELATING TO FOREIGN ACCOUNT TAX COMPLIANCE ACT

The Foreign Account Tax Compliance Act (FATCA) is a law of the United States of America (U.S.) designed to prevent offshore tax evasion by U.S. persons. FATCA requires non-U.S. foreign financial institutions (FFIs) to identify and report financial accounts held by U.S. persons. BUX is not able to meet those requirements and therefore BUX cannot provide its services to U.S. persons.

### WHEN DO YOU QUALIFY AS A U.S. PERSON?

You qualify as a U.S. person if You meet one or more of the following definitions.

#### U.S. citizen

You are an U.S. citizen if You:

- were born in the U.S.;
- were born in the Commonwealth of Puerto Rico, Guam, American Samoa or the U.S. Virgin Islands;
- were born in the Commonwealth of the Northern Mariana Islands;
- have been naturalised as a U.S. citizen; or
- have at least one parent who is a U.S. citizen (in that case additional conditions need to be met, see [www.irs.gov](http://www.irs.gov) for more information).

#### U.S. resident

You are considered a U.S. resident for tax purposes if You:

- have or have had a green card. You can ask Your tax advisor if this applies to You. (Please see <https://www.irs.gov/individuals/international-taxpayers/alien-residency-green-card-test>); or
- meet the substantial presence test, which means that You must be physically present in the U.S. on at least:
  - o 31 days during the current year, and
  - o 183 days during the 3-year period that includes the current year and the 2 years immediately before that, counting:
    - all the days You were present in the current year, and
    - 1/3 of the days You were present in the first year before the current year, and
    - 1/6 of the days You were present in the second year before the current year.

#### Taxes in the U.S.

You qualify as a U.S. person if You, for any reason, owe taxes in the U.S. or benefit from an exemption thereof.

### DECLARATION

Client hereby declares that:

- Client does not qualify as a U.S. person;
- In the course of Client's contractual relationship with BUX, Client undertakes to inform BUX immediately and on Client's own initiative if a change of circumstances occurs to Client's status which causes the information on this declaration to become incorrect (e.g. Client





becomes a U.S. person, change of address, change of residency, change of nationality, etc.).

Are You unsure whether You qualify as a U.S. person? Please ask Your tax advisor or visit [www.irs.gov](http://www.irs.gov) for more information.

## Appendix 3

# **BUX Zero TAX RESIDENCE DECLARATION**

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## TAX RESIDENCE DECLARATION

Based on the Common Reporting Standard (CRS), Dutch law requires financial institutions to determine the tax residence of their clients and to provide details of tax residents of CRS countries to the Dutch tax authorities. The Dutch tax authorities will forward the financial details to the country concerned. For more information, for example about the affiliated CRS countries, You can visit [www.belastingdienst.nl](http://www.belastingdienst.nl).

During the on-boarding procedure with BUX You have given Us the required information on your tax residence(s).

### **Client hereby declares that:**

- All information given during the on-boarding procedure of BUX is true, complete and accurate, including, but not limited to, the following:
  - Client's full name;
  - Client's date of birth;
  - Client's residential address, including country of residence;
  - Client's country or countries of tax residence;
  - Client's Tax Identification Number(s) (TIN).
  
- In the course of Client's contractual relationship with BUX, Client undertakes to inform BUX within 30 days, and on Client's own initiative, of any changes to the information given during the on-boarding procedure of BUX, including any changes to the Client's country of residence and/or tax residence(s).

If You don't know your tax residence(s), You can contact Your tax advisor or the tax authorities.

Appendix 4

# **BUX Zero Free Shares Promotion Agreement**

## Introduction

BUX's "Free Shares Promotion" provides Clients an opportunity to earn Free Share(s) under two types of programmes:

- Account Opening Programme: for qualifying Clients who open an Account with BUX under the conditions specified in the Account Opening Programme section below;
- Referral Programme: for qualifying Clients who successfully refer a new Client under the conditions specified in the Referral Programme section below.

## Definitions

The terms used in this document have the same definition as terms that have been assigned to the BUX Client Agreement unless further defined below:

Account Opening Programme	A programme that may provide Free Share(s) to new qualifying Clients who open an Account with BUX
BUX App	The BUX Zero mobile application
Free Share(s)	Share(s) that BUX may give away for free as part of This Promotion
Promo Cash	The cash amount that You may receive required for the acquisition of the Free Shares
Referral Programme	A programme that may provide Free Share(s) to qualifying Clients who successfully refer one or more new Clients who subsequently open an Account with BUX
This Promotion	The promotion restricted to the terms and conditions mentioned in this document for giving away Free Shares

## Terms and Conditions per programme

### Account Opening Programme

1. BUX reserves the right to change offer terms for this Account Opening Programme or terminate the Account Opening Programme at any time without notice to the Client. BUX also reserves the right to apply such changes to some Clients but not others.
2. This Account Opening Programme is valid for new qualifying Clients who successfully open an Account in the BUX App.
3. The Free Share bonus is limited to one per Account with no more than one Account enrolled per new Client.



4. The Free Share will be credited to the enrolled Account within approximately one week after the Free Shares bonus is claimed.
5. In case the Free Shares bonus is not claimed within thirty (30) days, the Free Share bonus may expire.
6. BUX may restrict the period in which You can withdraw the cash value of the Free Share after You have received the Free Share. This restriction is at the sole discretion of BUX and can be amended from time to time.

### **Referral Programme**

7. BUX reserves the right to change the offer terms for this Referral Programme or terminate the Referral Programme at any time without notice to the Client.
8. This Referral Programme is valid for existing qualifying Clients who successfully refer a new Client who subsequently opens an Account in the BUX App.
9. Bonuses will be credited only if the referred Client is accepted by BUX and the Free Shares bonus is claimed through the BUX App.
10. The Free Share bonus is limited to one Account per referred Client.
11. The Free Share bonus will be credited to the enrolled Account within approximately one week after the Free Share is claimed.
12. In case the Free Shares bonus is not claimed within thirty (30) days, the Free Share bonus may expire.
13. BUX may restrict the period in which You can withdraw the cash value of the Free Share after You have received the Free Share. This restriction is at the sole discretion of BUX and can be amended from time to time.

### **General terms and conditions**

14. BUX is the sole arbiter of this Promotion and reserves the right to change the offer terms or terminate the offer at any time without notice to the Client.
15. The offer is not transferable, saleable, or valid in conjunction with certain other offers and is available to EU residents only.
16. Employees, contractors, or persons similarly associated with BUX or a BUX affiliate, members of their household, and employees of any securities regulatory organisation or exchange are not eligible for This Promotion.
17. BUX may decline requests to enrol in This Promotion at its sole discretion.
18. BUX is not able to credit Your Account with Promo Cash for invites You have sent before You began participating in This Promotion and You can't open a second Account in the BUX App to get a Free Share.
19. If BUX detects any form of fraud, abuse or misuse of This Promotion of any kind, a Client may be excluded from This Promotion immediately.
20. BUX reserves the right to withhold any rewards for which a participating user is selected if BUX is of the opinion that the spirit of This Promotion is being abused or that irregular patterns are being observed. BUX will resolve any disputes, whether or not covered by these conditions, in a fair and appropriate manner and the decision of BUX regarding any dispute will be final.
21. This Promotion is limited to one Account per Client.
22. The maximum amount of Free Shares that You can receive is ten (10) shares per Account. BUX can change the maximum amount of Free Shares that You can receive at its own discretion.
23. Other restrictions may apply.

### **Consent for order execution**

24. The Free Share(s) is/are selected at full discretion of BUX, when the required criteria are met.
25. BUX will provide You with the Promo Cash for the acquisition of these Free Shares. This Promo Cash is intended solely for the purchase of Free Shares and You may not use it for any other purpose.
26. By agreeing to these terms and conditions and by checking the checkbox "I have read, understood and agree to the Free Shares Promotion Agreement and hereby authorise BUX to buy shares on my behalf" You provide BUX with explicit consent to place and execute orders required to buy one or more Free Share(s) in Your name with the Promo Cash.
27. The consent for order execution is restricted to This Promotion only.
28. For the execution of this order the terms and conditions of the BUX Client Agreement apply.
29. In case some of the Promo Cash remains in Your Account as excess after the acquisition of Free Share(s), BUX may debit Your Account with the remaining Promo Cash.
30. Amount, value and selection of the Free Share bonus You may receive will be decided at BUX's sole discretion. BUX will aim to select this Free Share bonus from companies that are offered in the BUX App and have a share price between approximately €1 and €200.
31. BUX reserves the right to change which shares are granted at any time with no notice to Clients. BUX also reserves the right to reward different shares to different Clients.

### **Disclaimer**

Neither receipt of a Free Share through This Promotion nor identification of a particular security in communications related to This Promotion constitutes a solicitation of the security or a recommendation to buy, sell, or hold the security. BUX does not provide investment advice and does not hereby recommend any security or transaction.

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### **Taxes**

Consult with Your tax advisor about the appropriate tax treatment for This Promotion and any tax implications associated with receipt of a Free Share before enrolling. BUX does not take responsibility for any tax related to this Free Share.