

BUX Investing Terms and Conditions

16-11-2026

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).

version 16-11-2026

This is an English translation of an original Dutch contract. Should a conflict arise between this English translation and the text of the Dutch original, the original Dutch text will prevail. In this English translation of a contract originally drawn up in accordance with Dutch law, certain Dutch legal terms have been translated into English. The Dutch legal terms may be either unknown or not used in the same way in English law. Insofar as the law permits, this contract is governed by Dutch law and must be interpreted in accordance with Dutch law.

Introduction – Investing Terms and Conditions

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 these Investing Terms and Conditions.

An applicant becomes a BUX user once the applicant has first successfully opened a BUX user account. A BUX user account is required to access the personal online environment via the BUX App. Once the BUX user has a BUX user account, the BUX user can access the investment services of BUX by applying for a BUX investment account in the BUX App. As part of this application process, the BUX user must read and accept these Investing Terms and Conditions. The Investing Terms and Conditions describe the investment services of BUX and the essential rights and obligations of the BUX user and BUX in relation to the investment services provided by BUX. Once the BUX user has accepted these Investing Terms and Conditions, the BUX user becomes an investing Client, the BUX investment account is opened, and these Investing Terms and Conditions will apply between BUX and the Client.

A BUX savings account is also a requirement for making use of the BUX investment service. Separate terms and conditions apply to the BUX savings account, these are called the BUX Savings Terms and Conditions. Separate fees and charges may also apply. You will be informed about these terms, conditions and any applicable fees and charges separately.

As part of its investment 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 these Terms and Conditions 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 these Terms and Conditions, 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 received the signed Terms and Conditions, You will be bound by these Terms and Conditions and the BUX Order Execution Policy.

In connection with the provision of the investment service, You will need a Cash Trading Account on which you can deposit and receive money related to transactions in Financial Instruments. Other terms & conditions and charges apply to the Cash Trading Account of which you will be informed separately. This means that if you invest at BUX, the following documents with conditions apply:

1. BUX Investing Terms and Conditions (the document you are reading now)
2. CTA Client Agreement (the agreement between You, BUX and ABN AMRO Clearing Bank N.V)

3. BUX Terms of Use

Do you read something about a certain subject in these documents, but one document says something different from the other? Then the provisions in these Terms and Conditions are leading. The most recent versions of all terms and conditions can also be found on BUX.com/legal/

TERMS AND CONDITIONS

Table of contents

1 Definitions and Terminology 6
2 Investing Terms and Conditions and Risk Disclosure 11
3 Amendment of the Terms and Conditions and Consequences 12
4 What Can You Do If You Disagree with the Change in the BUX' Terms and Conditions and Consequences 12
5 Joint Accounts 13
6 Terms and Conditions and Power of Attorney 13
7 BUX Custody 14
8 Positions Related to Financial Instruments & Deficit 14
9 Acceptance and Customer Classification 15
10 Services 16
11 Warnings 16
12 Your Tax Position 18
13 Disclosure of Information 18
14 Trade/Account Details 18
15 Lending Financial Instruments 19
16 Corporate Actions and Shareholder Meetings 19
17 Termination and Closing Your Account – BUX Right 20
18 Cancellation and Termination - Your Right 20
19 Complaints and Disputes 21
20 Protection of Your Money (Deposit Guarantee Scheme) 22
21 Protection of Your investments in Financial Instruments 22
22 Representations and Warranties 22
23 Conflicts of Interest 23
24 Notices 23
25 Limitation of Liability 23
26 Indemnity 24
27 Fees 24
28 Assignment 26
29 Waiver 26
30 Severance 26
31 Variation 26
32 Miscellaneous 26
33 Governing Law and Jurisdiction 27
34 Signing 27

Investing Terms and Conditions

The Investing Terms and Conditions contain a description of the services of BUX and the essential rights and obligations of the Client and BUX.

1 Definitions and Terminology

Account	Your (joint) BUX investment account(s) with BUX for investing in Financial Instruments.
Account Value	The value of Your Account.
Act on the Financial Supervision	The Act on the Financial Supervision (Wet op het Financieel Toezicht, Wft) as amended from time to time.
App	The secure online password protected interactive mobile application(s) offered by BUX.
Client Evaluation Test	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.
Cash Balance	The amount of available cash that is administered in Your CTA which You can use for new Orders.
BUX Order Execution Policy	The policy established by BUX regarding the execution of Orders: ”BUX Order Execution Policy” as published on the Website.
Business Day	A day on which the relevant execution venue is open for trading.
BUX	BUX B.V.: 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 (beleggingsonderneming) and supervised as such by the AFM.
BUX Custody	Stichting BUX Custody: a passive entity (a foundation, in Dutch: “stichting”), which has the sole purpose of: a) holding Financial Instruments and b) holding of money relating to the settlement of transactions in Financial Instruments, including the holding of money directly related to corporate actions.
"Client", "You" and "Your"	A person for whom BUX has opened an Account , whether as the sole account holder or as a joint holder. In the case of a joint

	Account, each joint account holder shall individually qualify as a Client, 'You' and 'Your' under these Terms and Conditions.
Cash Trading Account	The Cash trading account at ABN AMRO Clearing Bank N.V. (hereafter: ABN AMRO Clearing Bank), which You opened at ABN AMRO Clearing Bank and in the App referred to as “Cash Balance”
Corporate Action	The occurrence of any of the following in relation to the issuer of any relevant share: a) payment of dividend; b) optional dividend; c) take-over bid; d) issuance of claim rights; e) split or reverse rights; f) any other event which has a diluting or concentrating effect on the market value of the share.
Customer Services	Our customer services department.
Event Outside Our Control Or Force Majeure	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: a) an emergency or exceptional market condition; b) compliance with any Laws and Regulations; 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; 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; 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; and, f) in the event of force majeure (overmacht), as defined in article 6:75 of the Dutch Civil Code (Burgerlijk Wetboek).

Executing Broker	An Executing Broker as mentioned in the BUX Order Execution Policy.
Execution Venue	An Execution Venue in the meaning of MiFID II.
Fee	The fees as published on the Website.
Financial Instrument	A financial instrument within the meaning of MiFID II, such as shares, exchange traded funds (ETFs) or exchange traded commodities (ETCs), offered through any BUX mobile application.
Fractional Shares	Fractional shares are pieces, or fractions, of whole shares of a company or ETF as further specified in the Product Information Sheets.
Insolvency Event	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 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.
Laws and Regulations	Any applicable laws and regulations (including but not limited to the Act on Financial Supervision).
"Lending", "Lent" and "Lend"	The entering into by BUX in its name but for Your risk and Your Account of transactions pursuant to which Your Financial Instruments that BUX holds for You or for which BUX Custody has a right of delivery against a third party are transferred to a borrower subject to a commitment of that borrower to return equivalent Financial Instruments.
Manifest Error	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.
Market Disruption Event	a) When a Financial Instrument is cancelled by the relevant exchange; or, 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.
Markets	The markets the Executing Brokers from time to time make available for trading.
MiFID II	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.
MTF (Multilateral Trading Facility)	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.
Order	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 these Terms and Conditions in relation to orders.
OTC	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).
OTF (Organised Trading Facility)	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

Price	The price set by the Executing Broker.
Regulated Market	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.
Retail Client	A person who has been classified by us as a retail client in accordance with MiFID II.
Risk Disclosure	The notice provided to You in the App and on the Website, setting out a non-exhaustive statement of the risks involved in trading.
Services	Our services as set out in article 10.
Terms and Conditions	The BUX Investing Terms and Conditions as included in this document and the appendices.
Trade	A transaction meaning the conclusion of an acquisition or disposal of a Financial Instrument.
Website	The website maintained by BUX currently under the two following URLs, including subdomains and pages: https://getbux.com/ and https://bux.com (as may be amended from time to time).
"We", "Us" and "Our"	BUX B.V. or "BUX".
Your Information	All personal and financial information about You which: a) BUX obtains from You, 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.
Monthly Service Fee	A recurring set fee charged to You after opening an Account with BUX, depending on account type.
Variable Service Fee	A recurring variable fee charged to You after opening an Account with BUX, depending on account type.
Unpaid Fees	The accumulated sum of Fees that BUX is not able to collect due to insufficient Cash Balance in Your Account.

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 Investing Terms and Conditions and Risk Disclosure

2.1 The Terms and Conditions govern the contractual relationship between BUX and You and has the effect of an agreement after You accepted the Terms and Conditions in the mobile application or on Our Website. Parties agree that the acceptance of the Terms and Conditions 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. In addition to these Terms and Conditions 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.

2.3 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.

2.4 By signing these Terms and Conditions 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@bux.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@bux.com.

2.5 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 Amendment of the Terms and Conditions and Consequences

3.1 BUX can amend these Terms and Conditions by bringing them into line with:

3.1.1 Technological developments;

3.1.2 Legislative and regulatory changes;

3.1.3 Changes in the interpretation or application of the law or in the outlook of a regulator or another authority;

3.1.4 Changes in Our product and service offering or our (operating) processes. Examples are the modernisation, restructuring or streamlining of the above; or

3.1.5 Any other change of circumstances or attitudes that means that BUX has a reasonable interest in making such an amendment.

This amendment option also applies to separate agreements and additional conditions

3.2 BUX can also use this amendment option to charge to you the expenses related to the changes or developments in line with which BUX is amending the Terms and Conditions. BUX can also amend its existing charges and fees. Please see the article on Fees (art. 27) in these Terms & Conditions.

3.3 BUX cannot use this amendment option for amendments that would in total disrupt the balance between your rights and the rights of BUX considerably and unjustifiably to Your disadvantage. BUX will advise You of the amendments at least thirty (30) days before the date on which they come into effect. BUX will also indicate the date on which the new Terms and Conditions will apply.

3.4 BUX needs not always announce an amendment to the Terms and Conditions thirty (30) days in advance. Namely, if an amendment to the Terms and Conditions is the consequence of:

3.4.1 An instruction or order of a regulator, such as De Nederlandsche Bank or the AFM;

3.4.2 Due to a ruling of a court, complaints committee or disputes committee; or

3.4.3 As a result of a statutory rule.

3.5 Any amendment to the Terms and Conditions that does not involve a major change can be announced by BUX as a general notice on the BUX' website.

4 What Can You Do If You Disagree with the Change in the BUX' Terms and Conditions and Consequences

4.1 If You object to a change in the Terms and Conditions, You can notify BUX of this by letter or e-mail until the date on which the change comes into effect. You must state clearly in the letter or e-mail that you do not accept the new Terms and Conditions. Once BUX has received Your letter or e-mail, it will immediately cease to provide services to You. This will terminate these Terms and Conditions For the consequences of this, please see article 17 in these Terms and Conditions. Information about BUX. The BUX head office is at Sarphatistraat 1, 1017 WS Amsterdam. BUX has an investment firm licence from the Netherlands Authority for the Financial Markets (AFM) and is registered in the register of the AFM. The BUX registration number in the trade register of the Amsterdam Chamber of Commerce is: 58403949. The e-mail address is support@getbux.com.

5 Joint Accounts

5.1 Where an Account is held jointly by two persons, each joint account holder shall be jointly and severally liable for all obligations arising under these Terms and Conditions.

5.2 We may act on any instruction given by any joint account holder, unless otherwise agreed in writing.

5.3 Any notice, communication or disclosure provided by Us to one joint account holder shall be deemed provided to all joint account holders.

5.4 We may discharge any payment obligation by paying the relevant amount to the joint Account.

5.5 A request by one joint account holder to terminate the joint Account shall not oblige BUX to close the joint Account immediately. BUX may require instructions from all joint account holders and may impose such conditions as it reasonably considers necessary for the orderly closure of the joint Account.

5.6 In the event of the death of a joint account holder, BUX must be notified as soon as reasonably possible with official documentation. BUX shall not be liable for any transactions executed prior to receiving official written notice of the death.

5.7 Upon notification of death, the surviving joint account holder generally retains authority over the Account. However, BUX reserves the right to temporarily freeze or restrict the Account to protect the interests of the estate and the surviving joint account holder.

5.8 Access to the Account will be restored, or the Account will be closed, only upon BUX's receipt and approval of satisfactory legal documentation or joint written instructions from the surviving joint account holder and the legally recognized executor(s) or heirs.

5.9 The joint Account cannot be converted into a single-holder account. Once the estate is settled, the Account must be closed and any remaining balance transferred to a designated or approved bank account.

5.10 If a joint account holder is placed under statutory administration, adult guardianship, or a statutory debt restructuring scheme, BUX must be informed immediately by the relevant joint account holder or their legal representative.

5.11 Upon receiving official notice of such statutory measures, BUX reserves the right to immediately suspend outgoing transfers. BUX does not support third party administrator access to the Account.

6 Terms and Conditions and Power of Attorney

6.1 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.

6.2 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.

7 BUX Custody

7.1 BUX Custody is a passive entity (a foundation, in Dutch: “stichting”), which has a sole purpose of: a) holding Financial Instruments for Clients and b) holding money in connection with the settlement of transactions in such Financial Instruments, including the holding of money directly related to corporate actions (such as receipts of dividends via BUX Custody) hereinafter also collectively referred to as ‘settlement-related money’. This safekeeping structure via the BUX Custody ensures that positions in Financial Instruments and settlement-related money of Clients are segregated from the capital of BUX and - in case of bankruptcy of BUX - the Financial Instruments and settlement-related money of Clients fall outside the bankruptcy (liquidation estate) of BUX.

7.2 BUX Custody is used by BUX for holding all positions in Financial Instruments and the holding of settlement-related money for the account of Clients.

7.3 BUX is fully authorised by BUX Custody to act and contract on behalf of BUX Custody. BUX enters into these Terms and Conditions for itself and on behalf of BUX Custody. Rights and obligations that arise under these Terms and Conditions and that relate to the holding of Financial Instruments and the holding of settlement-related money 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.

7.4 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.

8 Positions Related to Financial Instruments & Deficit

8.1 The Financial Instruments and settlement-related money held 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.

8.2 BUX will use best efforts in good faith to ensure that the value of all positions in Financial Instruments and settlement-related money, 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.

8.3 In the event that a manifest error occurs in connection with any transaction or balance shown on your account, BUX reserves the right to correct such error. A manifest error shall mean any error that is obvious or clearly mistaken, regardless of whether it arises

from a technical or human error. If you have benefitted from such an error, BUX may settle the balance in Your account to rectify the error. BUX shall inform You of any such adjustment and provide a reasonable explanation for the correction.

9 Acceptance and Customer Classification

9.1 BUX will provide its Services subject to the acceptance, onboarding and customer due diligence of the (prospective) Client.

9.2 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.

9.3 As part of the acceptance procedure, BUX conducts customer due diligence on applicants. 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 Client Evaluation Test carried out by BUX, where applicable.

9.4 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 Your Account has been opened, You will therefore be classified by BUX as a Retail Client.

9.5 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.

9.6 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@bux.com), in the mobile application via the account handling page or via chat with Customer Services.

9.7 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.

9.8 You warrant BUX that You only act for Your account and risk and enter into the Terms and Conditions in Your own name and not as agent for or for the account of a third party.

9.9 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 for BUX to comply with any Laws and Regulations or otherwise, and will notify Us if there is any material change to such

information. You are required to actively engage in all inquiries BUX may have to do in relation to your account.

9.10 BUX will not provide its Services to persons under the age of 18 years.

10 Services

10.1 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.

10.2 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.

10.3 You can make use of several payment methods to fund Your Account, such as for example SEPA payment (Single Euro Payment Area payment), Direct Debit (for the execution of the Investment Plan), Apple and Google Pay, or a payment method via a payment service provider, as further specified and published on the Website. Limitations apply to and Apple/Google Pay and are specified in the Product Information Sheets.

10.4 In case You gave a SEPA Direct Debit instruction BUX will inform You two days before BUX attempts to process the SEPA Direct Debit payment from your Account.

10.5 You are not allowed to link any bank account to your BUX account other than a personal bank account that is in your name. It is strictly prohibited to deposit funds to, or withdrawal funds from your BUX account to or from a business bank account.

10.6 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.

10.7 If complaints, inquiries or requests relate to the Services under these Terms and Conditions, BUX will be the point of contact and will endeavour to respond to such inquiries or requests.

10.8 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.

10.9 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.

11 Warnings

11.1 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.

11.2 You should only invest if You are willing to accept this level of risk and if You decide that it suits Your investment objectives.

11.3 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.

11.4 It is Your decision as to whether or not You place any Orders.

11.5 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.

11.6 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:

11.6.1 Mobile application(s);

11.6.2 The Website;

11.6.3 Customer Services; and,

11.6.4 Product Information Sheet(s).

11.7 Customer Services can be contacted if You require further information on products.

11.8 BUX differentiates between non-complex Financial Instruments and complex Financial Instruments. 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. If We provide You with execution-only services in relation to complex Financial Instruments, We will obtain information from you in order to assess the appropriateness of the product of service for You. Investing in complex Financial Instruments carries additional risks. That is why it is important that You are aware of the associated risks of these investment products and how they work. Following the assessment of appropriateness, we will warn you or block the order possibility regarding the complex Financial Instrument.

11.9 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.

11.10 Orders cannot be placed by email.

11.11 We can, acting reasonably and in our sole discretion, refuse any request by You to place an Order.

11.12 Any Order can be rejected by Us if any - but not limited to - of the following applies:

11.12.1 The Order would result in any breach of these Terms and Conditions, the rules of an Executing Broker or any Laws and Regulations.

11.12.2 There is no (technical) connection with the relevant Executing Broker.

11.13 The BUX Order Execution Policy provides information regarding the execution of Orders.

11.14 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.

12 Your Tax Position

12.1 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.

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

13 Disclosure of Information

13.1 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.

13.2 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.

13.3 Account Value and Cash Balance 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.

14 Trade/Account Details

14.1 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, Cash Balance, an overview of deposits and withdrawals, received bonuses, received dividends, received compensations, or any corrections/adjustments (if applicable).

14.2 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.

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

14.4 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.

14.5 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.

14.6 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.

14.7 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 Cash Balance. In case you nevertheless require further information on the aforementioned topics, You can also telephone Customer Services.

15 Lending Financial Instruments

15.1 You are able to give explicit consent and mandate to BUX to facilitate Lending the Financial Instruments held in Your Account to a Borrower for Your risk and Your account. It is possible to cancel Your explicit consent and mandate at any given time. When Your Financial Instruments will be Lent, You will receive a return. For more detailed information about Lending and the applicable terms and conditions, please see the BUX Stock Lending Agreement.

16 Corporate Actions and Shareholder Meetings

16.1 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).

16.2 You hereby acknowledge that You are aware that You are able to exercise Your rights as a shareholder for certain voluntary Corporate Action e.g. optional dividends and that you will receive information regarding shareholder meetings via Your settings in the BUX App as further specified in the Product Information Sheets. You acknowledge and agree that it is Your duty to ensure that Your preferences for certain voluntary Corporate Actions and shareholder meetings are updated within the settings of Your BUX app.

16.3 If You have not updated Your preferences to exercise Your shareholders rights for Corporation Actions and receive information for shareholder meetings, BUX will execute your rights according to what is set as default for the notification and execution of shareholders rights for Corporate Actions and shareholder meetings. Further information regarding shareholders rights for Corporate Actions and shareholder meetings can be found in the Product Information Sheets.

16.4 In case We inform You about a Corporate Action or a shareholder meeting, 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 and administrative actions.

16.5 BUX will withhold tax with regards to the cash distribution and/or cash reorganisation if applicable as further specified in the Product Information Sheets.

16.6 You are able to exercise your voting rights in shareholder meetings with respect to the shares held in Your account as further specified in the Product Information sheets. 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. Information on how You will be able to exercise Your shareholders rights will be published in the Product Information Sheets.

16.7 BUX can not be held liable if under any circumstance it might not be able to procure Your voting rights in shareholders meetings.

16.8 BUX charges a fee for procuring Your right to vote, of which more details can be found on the Fee schedule on the Website or from Customer Services.

16.8.1 This Fee will be deducted from your Cash Balance. If there are insufficient funds available in your Cash Balance, BUX will not be able to fulfil your request to exercise your right to vote in shareholders meetings.

17 Termination and Closing Your Account – BUX Right

17.1 BUX can close Your Account(s) or terminate these Terms and Conditions by giving You at least 14 days' notice in writing (subject as mentioned below) if;

17.1.1 Any litigation is commenced between You and Us;

17.1.2 You persistently act in an abusive manner when dealing with Us;

17.1.3 An Insolvency Event occurs in relation to You;

17.1.4 We suspect involvement of fraud, money laundering or terrorist financing;

17.1.5 You become of unsound mind (which includes lacking legal capacity or being placed under guardianship);

17.1.6 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; or

17.1.7 For any other reason in BUX' absolute discretion.

17.2 In exercising the right mentioned under this article, BUX will comply with its duty of care and take the legitimate interests of You into account;

17.3 If BUX cancels or terminates the Terms and Conditions, BUX may still deduct any liabilities from your Cash Balance. If there is no Cash Balance BUX may settle any liabilities such as Unpaid Fees from the selling of your assets. If your Cash Balance or your assets are not sufficient to meet all your liabilities, You then have to pay BUX at first request.

17.4 In case BUX terminates and closes your Account for the reasons mentioned in this article, You grant BUX the right to close all of Your positions, cancel all of Your Orders, and deposit Your Cash Balance to Your linked Bank Account. BUX may use this right at its discretion.

18 Cancellation and Termination - Your Right

18.1 You may cancel Your Account(s) and terminate the Terms and Conditions 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 support@bux.com. 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., Sarphatistraat

1, 1017 WS, Amsterdam, or email to Customer Services. We do not accept notice of cancellation by telephone.

18.2 If You cancel the Terms and Conditions 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 Terms and Conditions have been discharged.

18.3 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 Terms and Conditions have been discharged. To terminate under this clause, please write to: BUX B.V., Sarphatistraat 1, 1017 WS, Amsterdam, or email to Customer Services. We do not accept notice of termination by telephone.

18.4 If You request BUX to close Your Account, You grant BUX the right to close all of Your positions, cancel all of Your Orders, and deposit Your Cash Balance to Your linked Bank Account. BUX may use this right at its discretion.

18.5 If You cancel or terminate the Terms and Conditions, BUX deduct any liabilities from your Cash Balance. If there is no Cash Balance BUX may settle any liabilities such as Unpaid Fees from the selling of your assets. If your Cash Balance or your assets are not sufficient to meet all your liabilities, You then have to pay at first request.

18.6 Upon closure of Your Account under this clause, We will send You written confirmation that it has been closed.

18.7 Fractional shares are not transferable. If you close your account, the fractional shares held in your account will need to be liquidated.

19 Complaints and Disputes

19.1 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/

20 Protection of Your Money (Deposit Guarantee Scheme)

20.1 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 Cash Balance 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 Depositogarantiestelsel of Your CTA client agreement with ABN AMRO Clearing Bank.

21 Protection of Your investments in Financial Instruments

21.1 Your investments in financial instruments fall under the protection of the Investor compensation scheme (ICS) under the conditions as mentioned on https://www.dnb.nl/en/reliable-financial-sector/investor-compensation. 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.

22 Representations and Warranties

22.1 When You enter into these Terms and Conditions, and each time You place an Order or give any other instruction, You represent and warrant to Us that:

22.1.1 All information that You have provided to Us is true, accurate and complete in all material respects, this applies in particular to Your age and identity;

22.1.2 All information You provide to Us from time to time is true, correct and complete;

22.1.3 You have completed the onboarding in the BUX app and signed these Terms and Conditions yourself;

22.1.4 You are authorised to enter into and perform the Terms and Conditions in compliance with any relevant laws or regulations;

22.1.5 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);

22.1.6 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;

22.1.7 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;

22.1.8 All Orders placed and instructions given are done by You;

22.1.9 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

22.1.10 You act as principal, this means that all transactions are for your own risk and account. In the case of a joint Account, each joint account holder represents and warrants that he or she enters into these Terms and Conditions on his or her own behalf and accepts joint and several liability for all obligations relating to the joint Account.

23 Conflicts of Interest

23.1 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.

24 Notices

24.1 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.

24.2 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).

24.3 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.

24.4 You must send notices to Our Customer Services, as follows:

BUX B.V.
Sarphatistraat 1
1017 WS, Amsterdam
The Netherlands
Telephone number: +31(0) 85 888 9225
Email address: support@bux.com

25 Limitation of Liability

25.1 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.

25.2 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.

25.3 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.

25.4 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:

25.4.1 A Manifest Error;

25.4.2 An Event Outside Our Control and Market Disruption Event;

25.4.3 Unauthorised access to Your Account and/or the mobile application(s);

25.4.4 Corruption of data sent to Us by You;

25.4.5 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;

25.4.6 The unavailability of the mobile application(s) or the Website;

25.4.7 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;

25.4.8 A Corporate Action; and/or;

25.4.9 Any Orders and/or Trades or other transactions You make or refrain from making with Us.

26 Indemnity

26.1 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.

27 Fees

27.1 Fees will be published on the Website.

27.2 You hereby authorise BUX to charge the relevant Fee to You by debiting Your Account(s) and/or Your Bank Account and/or debit card provided by You. Further information by way of Our Fee schedule (as may be amended from time to time) can be found on the Website or can be requested from Customer Services.

27.3 BUX sets the Fees parameters. Details are available on the Website or can be obtained from Customer Services.

27.4 BUX may amend the Fees from time to time and reserves the right to do so. You should ensure You know the current Fees but if You are uncertain, please contact Us.

27.5 BUX can only amend or increase the charges that you pay to BUX as a result of:

27.5.1 Technological developments;
27.5.2 Legislative and regulatory changes;
27.5.3 Changes in the interpretation or application of the law, or in the outlook of a regulator or other authority;
27.5.4 Changes in BUX's product and service offering or in its (operating) processes (examples are modernisation, restructuring and streamlining); or
27.5.5 Any other change of circumstances that mean that BUX has a reasonable interest in such change (for example: commercial conditions such as developments in money and capital markets; a change in BUX's competitive position or its revenue model; or amendment to the charges that third parties bill to BUX for certain services such as the charges made by custody companies.

27.6 BUX may not use its amendment option to make other amendments to fees and charges to your disadvantage. Charges following from taxes/deductions or from the Financial Instrument itself (product cost) are not charges that you pay to BUX. These charges can change at any time.

27.7 BUX will notify you of the amendment to the charges that you pay to BUX at least 30 days before the date on which the amendment comes into effect. BUX will also indicate the date on which the new charges will apply. Your attention is particularly drawn to the Risk Disclosure and the impact on profitability as a result of commissions and other costs.

27.8 BUX charges a monthly service fee and a variable service fee, details of which may be obtained from the Fee schedule on the website or from Customer Services.

27.8.1 The Fees will generally be charged recurrently and monthly on the calendar day that You successfully have established an Account with BUX. BUX will aim to process the Fees in the first two weeks after that specific date but reserves the right to delay this to anytime later if required, for operational reasons. Charging details can be obtained from the Fee schedule on the website or from Customer Services.
27.8.2 The Fees are deducted from your Cash Balance. If there is not sufficient Cash Balance to deduct the Fees, this results in Unpaid Fees. The amount in Unpaid Fees will be accumulated if no Cash Balance is present on the account.
27.8.3 Unpaid Fees will be capped at the larger of your Account Value or 12 months of accumulated Services Fees, the so-called Unpaid Fees Cap.
27.8.4 If Your Account has Unpaid Fees, BUX will settle such Unpaid Fees upon any inflow of cash into Your Account from transactions including and not limited to deposits, sales of assets, dividends, and portfolio transfers.
27.8.5 Upon reaching the Unpaid Fees Cap, BUX may terminate the Client relationship if You continue to maintain a balance of Unpaid Fees for 30 days.
27.8.6 When Unpaid Fees reaches an amount that is larger than your Account Value, BUX may terminate the Client relationship if this situation continues for 30 days.
27.8.7 BUX may at its discretion also terminate the Client relationship if You maintain any outstanding balance of Unpaid Fees for a period of 6 consecutive months.

28 Assignment

28.1 BUX may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Terms and Conditions and may subcontract or delegate in any manner any or all of its obligations under the Terms and Conditions to any third party or agent.

28.2 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 Terms and Conditions.

29 Waiver

29.1 A waiver of any right under the Terms and Conditions 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 Terms and Conditions 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.

29.2 Unless specifically provided otherwise, rights arising under the Terms and Conditions are cumulative and do not exclude rights provided by law.

30 Severance

30.1 If a court or any other competent authority finds that any provision of the Terms and Conditions (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 Terms and Conditions shall not be affected.

30.2 If any invalid, unenforceable or illegal provision of the Terms and Conditions 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.

31 Variation

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

32 Miscellaneous

32.1 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.

32.2 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.

32.3 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.

33 Governing Law and Jurisdiction

33.1 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.

34 Signing

34.1 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.

34.2 By signing this agreement You agree to the Terms and Conditions and the attachments to this agreement, including the:

34.2.1 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;

34.2.2 BUX Non-U.S. Person Declaration (Appendix 1);

34.2.3 BUX Tax Residence Declaration (Appendix 2);

34.2.4 BUX Free Shares Promotion Agreement (Appendix 3).

Appendix 1

BUX
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 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 also 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:
    - 31 days during the current year, and
    - 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 for more information.

Appendix 2

BUX
TAX RESIDENCE 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).

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.

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 3

BUX
Free Shares Promotion Agreement

Introduction

BUX's "Free Shares Promotion" provides Clients an opportunity to earn Free Share(s) under the Account Opening Programme: for qualifying Clients who open an Account with BUX under the conditions specified in the Account Opening Programme section below;

Definitions

The terms used in this document have the same definition as terms that have been assigned to the BUX Investing Terms and Conditions 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 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
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.

General terms and conditions

7. 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.
8. The offer is not transferable, saleable, or valid in conjunction with certain other offers and is available to EU residents only.
9. 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.
10. BUX may decline requests to enrol in This Promotion at its sole discretion.
11. 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.
12. 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.
13. This Promotion is limited to one Account per Client.
14. 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.
15. Other restrictions may apply.

Consent for order execution

16. The Free Share(s) is/are selected at full discretion of BUX, when the required criteria are met.
17. 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.
18. 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.
19. The consent for order execution is restricted to This Promotion only.
20. For the execution of this order the BUX Investing Terms and Conditions apply.
21. 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.
22. 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.
23. 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.

BUX B.V. is a company with seat in Amsterdam, the Netherlands, registered with the commercial register of the Chamber of Commerce in Amsterdam under number 58403949. BUX B.V. is authorised and regulated by the Authority for the Financial Markets.

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.

BUX Terms of Use[1]

1. What are these Terms of Use about?

These BUX Terms of Use are about the BUX App/WebApp with which you can save and/or invest. To do this, you first open a BUX user account. To open a BUX user account, the first step in the onboarding process is to set a passcode. Once your onboarding including customer due diligence is successfully completed, you can access your personal online environment via the BUX App/WebApp. To log in and begin saving and/or investing, simply open the BUX App/WebApp and enter this passcode. You can also view the information about accounts for saving and/or investing that you have opened in the BUX App/WebApp.

2. How does saving and investing via the BUX app work?

If BUX Savings is available in your country of residence and you want to save via the BUX App/WebApp, you first open a BUX Savings Account and a Cash Trading Account (CTA) when the BUX onboarding is successfully completed. If you also want to invest via the BUX App/WebApp, you open a BUX Investing Account after you have opened a BUX Savings Account and a CTA.

If you want to invest via the BUX App/WebApp you first open a CTA and a BUX Investing Account. If you already have a BUX Investing Account and a CTA, you can start investing via the BUX App/WebApp when you hold a BUX user account.

2.1 What do I need to know about the CTA?

In the BUX App/WebApp, your CTA is shown as your 'cash balance'. Payments to and from your BUX Savings Account and/or the purchase and/or sale of your investments are always made via a CTA that you hold with ABN AMRO Clearing Bank. BUX and ABN AMRO Clearing Bank have drawn up agreements and rules for the CTA. You can read about these agreements and rules in the CTA Client Agreement.

2.2 What do I need to know about BUX Investing?

The BUX Investing Terms and Conditions are applicable to the BUX Investing Account.

To invest, you submit your investment orders to BUX via the BUX App/WebApp. The investment orders you submit are funded with the balance in your CTA.

2.3 What do I need to know about BUX Saving?

[1] This is a translation of the original Dutch text. This translation is furnished for the customer's convenience only. The original Dutch text will be binding and will prevail in the case of any inconsistencies between the Dutch text and the English translation.

BUX and ABN AMRO Bank have drawn up agreements and rules for the BUX Savings Account. You can read these in the BUX Savings Terms and Conditions.

To start saving, you first transfer an amount from your linked payment account to your CTA in the BUX App/WebApp. Once the amount is in your CTA, you can transfer it to your BUX Savings Account.

To withdraw money from your BUX Savings Account, you first instruct BUX in the BUX App/WebApp to transfer an amount from your BUX Savings Account to your CTA. From your CTA, you can then transfer the amount to your linked payment account. A transfer from your CTA to your own linked payment account takes T+1 day.

3. When can I open a BUX user account?

You can open a BUX user account for savings if you are a natural person and meet the conditions of the CTA and the BUX Savings Account, which are described in the CTA Client Agreement and the BUX Savings Terms and Conditions. If you open or hold a BUX Investing Account, you must also meet the conditions described in the BUX Investing Terms and Conditions.

4. Your personal data

As a BUX customer, BUX will ask for your personal data. BUX handles your personal data with care. BUX does this in accordance with the General Data Protection Regulation. BUX may use this personal data for the purposes described in the Privacy Notice. You can find the Privacy Notice on www.BUX.com/Legal.

5. Communication

All communication regarding your CTA, your BUX Savings Account and your BUX Investing Account takes place between you and BUX via the BUX App/WebApp and via email. Therefore, regularly check the BUX App/WebApp and your email to see if you have received email or information from BUX. If you want to contact BUX, you can do this via the Customer Support chat within the BUX App/WebApp, or via our Customer Support email (support@bux.com).

Also, don't forget to notify BUX of any changes to your email address immediately.

6. Obligations of BUX

BUX does everything it can to ensure that the BUX App/WebApp is always available to you. However, BUX cannot guarantee actual availability.

7. Your security obligations

- You must ensure that internet and/or telecommunications services, equipment and software you use are suitable and secure for the BUX App/WebApp. It is even more important that you use good security software for the equipment,

software and connection with which you use the BUX App/WebApp. In this way, you prevent unwanted actions by third parties.
- Your email address and passcode are strictly personal and non-transferable.
- You may not record your passcode anywhere (in writing) or store it in such a way that others can find it. If you think or know that someone else knows your passcode and/or has access to your email or phone number, you must inform BUX immediately.
- If you log in with your e-mail address and passcode, check regularly whether you are still in the secure environment.
- In the event of loss, theft, misuse, forgery, destruction of your e-mail address and passcode or other important information, please report this to BUX immediately.
- You take measures to limit any damage to yourself, BUX and third parties as much as possible.

8. Negligence on your part

You are liable for all consequences and damage caused as a result of intent, (deliberate) recklessness, gross negligence or negligence. By negligence BUX means in any case:

- failure to report an email change in writing;
- leaving your passcode unattended or disclosing it;
- act in breach of these BUX Terms of Use;
- failure to notify BUX as described above in article 7.

9. When is BUX not liable?

BUX is not liable for damage if:

- the BUX App/WebApp is not available;
- BUX does not perform an action via the BUX App/WebApp or perform it too late;
- BUX does not display up-to-date, incorrect or incomplete information and/or calculations;
- your email address or passcode is not functioning properly;
- you have not complied with BUX's terms and/or regulations;
- caused by and/or related to the use of the BUX App/WebApp.

BUX is not liable for indirect and consequential damages.

10. Binding effect and proof of evidence

- You are bound by the actions performed through the BUX App/Web App using your email address and passcode.

- The recording or reproduction by BUX of statements and/or other information received through the BUX App/WebApp shall be considered as full evidence, as long as there is no evidence to the contrary.

11. Termination

If your BUX Savings Account and/or your BUX Investing Account stops, BUX will ensure that you can no longer use these services in the BUX App/WebApp immediately after terminating your BUX Savings Account and/or BUX Investing Account. However, if you still require an annual overview of your account(s) or any other information regarding your account, you can request this by contacting our Customer Support via email (support@getbux.com).

12. Changes

BUX may change these BUX Terms of Use at any time. BUX will inform you about this at least thirty days in advance.

13. Dutch law

These BUX Terms of Use are governed by Dutch law.