

Robinhood Europe, UAB Customer Agreement

1. Company Information

- 1.1. Robinhood Europe, UAB (“Robinhood,” “we” or “us”) (company number 306377915) is a private limited liability company incorporated in Lithuania and is authorized and regulated by the Bank of Lithuania (“BoL”) as a financial brokerage firm (license No. LB002288) and as a crypto-asset service provider (license No. LB002294). The registered office of Robinhood Europe, UAB is Mėsinių 5, LT-01133 Vilnius, Lithuania, email address for communication: cryptoeussupport@robinhood.com. Robinhood Europe, UAB is a subsidiary of Robinhood Markets, Inc.
- 1.2. The BoL contact details are as follows: Totorių 4, LT-01121 Vilnius, Lithuania (address for correspondence), email: info@lb.lt, telephone No. +370 800 50 500 (toll-free information line for calls from Lithuania) or +370 5 251 2763 (for international callers).
- 1.3. For purpose of this Agreement:
 - 1.3.1. The “Law on MiFI” shall mean the Law on Markets in Financial Instruments of the Republic of Lithuania.
 - 1.3.2. The “AML Law” shall mean the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania.
 - 1.3.3. “MiCA Regulation” shall mean Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets.

2. Introduction.

- 2.1. This Robinhood Europe, UAB Customer Agreement (“Agreement”) applies to your access and use of the investment and ancillary services and crypto asset services provided by Robinhood described below that may be provided by Robinhood from time to time on the Robinhood mobile application(s) (each, an “App”) and the Robinhood Website (the Apps and the Website, together with any programs, tools, features, functionality, services, transactions, and Content provided through or in connection with the Website and the Apps, collectively, the “Platform” or “Robinhood Platform”). You expressly agree to the terms of the Agreement and will also treat your access to and use of our Services (as defined below) as acceptance of the terms of the Agreement.
- 2.2. This Agreement governs the relationship between you and Robinhood, including, without limitation, these terms and conditions of all Services offered to you. You are responsible for checking our website periodically in order to review the current version of the Agreement.
- 2.3. This Agreement is legally binding and will take effect upon the date on which you agree to its terms.

- 2.4. References to this “Agreement” include these terms and conditions as well as any other agreements, schedules, or disclosures provided to you in relation to the provisions of the Services, including (i) [Conflicts of Interest Policy](#), (ii) [Complaints Handling Policy](#), (iii) [Summary of Order Execution Policy](#), (iv) [Description of Services, Financial Instruments and Risks](#); (v) [Fee Schedule](#); (vi) [Privacy Policy](#); (vii) [Summary of the Description of the Measures Taken for the Safeguarding of Customers’ Assets](#), (viii) [Summary of Transfers Policy](#), and (ix) [Crypto-Assets Risk Disclosure](#) (collectively, the “Disclosures”), each as amended or supplemented from time to time.
- 2.5. The latest version of the Agreement and any ancillary documents can be found on the “RHEU Disclosure Library” available at <https://robinhood.com/eu/en/about/legal/>. You can ask, at any time for a copy of the latest copy by contacting us via the methods set forth in Section 33.

3. Robinhood Services.

- 3.1. Robinhood provides the following investment and ancillary services pursuant to the Law on MiFI:
- 3.1.1. Reception and transmission of orders for financial instruments;
 - 3.1.2. Execution of orders for financial instruments on behalf of clients;
 - 3.1.3. Dealing of financial instruments on own account;
 - 3.1.4. Safekeeping and administration of financial instruments for the account of clients; and
 - 3.1.5. Foreign exchange services where these are connected to the provision of investment services;
- 3.2. Robinhood provides the following crypto-asset services pursuant to MiCA Regulation:
- 3.2.1. Reception and transmission of orders for crypto-assets on behalf of clients;
 - 3.2.2. Execution of orders for crypto-assets on behalf of clients;
 - 3.2.3. Custody and administration of crypto-assets on behalf of clients; and
 - 3.2.4. Transfer services for crypto-assets on behalf of clients, as further described in Schedule C.
- 3.3. Collectively, we refer to those services set forth in Sections 3.1 and 3.2 as well as any other such related services that may be offered by Robinhood via the Platform from time to time as, the “Services”.
- 3.4. Some of the terms in the Agreement only apply to certain Services. If you do not use those Services, then those will not be part of your Agreement with us.
- 3.5. By using our Services, you acknowledge you have read, understand and agree to the additional terms that apply to the Services as set out in the applicable Schedules, including:

- 3.5.1. Schedule A: applies if you trade crypto-assets
- 3.5.2. Schedule B: applies if you hold crypto-assets with us
- 3.5.3. Schedule C: applies if you use crypto transfer services
- 3.5.4. Schedule D: applies if you use crypto-asset staking services
- 3.5.5. Schedule E: applies if you invest or trade tokenized stock derivatives
- 3.5.6. Schedule F: applies if you invest or trade crypto perpetuals
- 3.6. You acknowledge and understand that all investments involve risk, that losses may exceed the principal invested, and that the past performance of a financial instrument, crypto-asset, industry, sector, market, or financial product does not guarantee future results or returns. You are solely responsible for all investment decisions associated with your Account including any risks in connection with the purchase or sale of financial instruments and crypto-assets (which includes the risk of loss).
- 3.7. **You acknowledge and agree to the Risk Disclosures.** “Risk Disclosures” means the risk disclosure documentation available or referenced on the Website or the RHEU Disclosure Library from time to time.

4. Limitations to the Services.

- 4.1. Robinhood does not provide personalised investment recommendations or investment or tax related advice. Any explanation or information which we give to you as part of a trade or about the performance of the trade is not intended to be, and should not be considered as, advice. Nothing on the Platform is or shall be deemed a personal recommendation or solicitation by Robinhood to buy or sell crypto-assets, derivatives or any other investment products, or as to the manner in which those products are bought or sold, or to engage in any investment strategy.
- 4.2. To be eligible to use any of the Services, you must be at least 18 years old, reside in a country in which the relevant Services are accessible, and otherwise be legally permitted to use the Services. There are certain features which may or may not be available to you depending on your location and other criteria.
- 4.3. The Services are only available to eligible residents in the European Union (“EU”) and the European Economic Area (the “EEA” and together with the EU, the “EU/EEA”). It is your responsibility to inform Robinhood promptly if you change your residential address or become a resident or tax resident of a country that is not within EU/EEA. Failure to inform Robinhood if you become a resident of a country that is not in EU/EEA is a material breach of this Agreement.
- 4.4. If you attempt to access your Account from a Blocked Country or you are otherwise resident in such a jurisdiction, or if Robinhood reasonably believes that you are attempting such access or have become a resident in such a jurisdiction, Robinhood may restrict your Account and any pending orders may be cancelled. For purposes of this Agreement, a “Blocked Country” is any country or jurisdiction subject to economic, financial or trade sanctions or embargoes, export controls or other restrictive measures imposed by the

United States of America (including those administered by the United States Department of the Treasury's Office of Foreign Assets Control), the European Union, any member state of the European Union, the United Kingdom, or any other applicable regulatory body ("Sanctions").

- 4.5. Robinhood may impose limits on your use of the Services, including transaction limits on the Services. Such limits may vary, at Robinhood's sole discretion, depending on a variety of factors, and Robinhood may apply different limits to certain customers at its sole election.

5. Your Account.

- 5.1. You must register for a Robinhood account to use the Services (an "Account"). Your Account is self-directed and you are solely responsible for any and all orders placed in your Account, which means that all orders entered by you are unsolicited and based on your own investment decisions. You are fully responsible for all activity that occurs under your Account and we are entitled to rely on all instructions given and orders placed via your Account as if they were placed or authorized by you, without further investigation or verification unless we wish to do so in our absolute discretion. You agree and acknowledge that your use of your Account and the Services is and shall be only for your personal, non-commercial purpose.
- 5.2. You authorize Robinhood to open or close your Account, place and withdraw orders, and take such other steps as are reasonable to carry out your directions. All transactions will be effected only on your order or the order of your authorized delegate, except as described in this Agreement.

6. Customer Due Diligence; Identity Verification.

- 6.1. You agree to provide us with the information we request (which we may request during registration for your Account or at any time deemed necessary) for the purposes of identity verification, providing the Services to you, and the detection of money laundering, terrorist financing, fraud, or any other financial crime, as well as for the purposes of complying with applicable Sanctions, and permit us to keep a record of such information. The information we request may include (but is not limited to) personal information such as your name, residential address, telephone number, email address, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number), mobile device identifiers, and any such information that Robinhood is required to collect from time to time under applicable law. Robinhood may also inquire about your investment profile, including the source of your wealth, employment, and income.
- 6.2. You agree to promptly notify Robinhood of any changes in the information submitted as part of the Account registration process, including your name, residential address, email address, and telephone number. Please refer to the [Robinhood Europe, UAB Privacy Policy](#) for information on how Robinhood processes your personal information.
- 6.3. You understand that Robinhood may take steps to verify the accuracy of the information you provide to Robinhood relating to your Account in your application or otherwise. You authorize us to make inquiries, whether directly or through third parties, that we consider

necessary to verify your identity or protect you, us and/or third parties against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. You acknowledge and agree that your personal information may be disclosed to third party service providers engaged by Robinhood or its affiliates for the purposes of your identity verification and fraud prevention or financial crime prevention and that these third party service providers may respond to our inquiries in full.

- 6.4. You acknowledge that Robinhood will not provide the Services until Robinhood verifies your identity in accordance with its customer identification and verification procedures. Your Account may be restricted or closed if Robinhood cannot obtain and verify this information. Robinhood will not be responsible for any losses or damages (including, lost opportunities) that may result if your Account is restricted or closed.
- 6.5. Robinhood reserves the right to refuse to take on or maintain a customer relationship, at their own discretion, for any reason, subject to applicable law, including but not limited to situations where Robinhood has been unable to, or prevented from, completing the account opening or reactivation process or where you have failed to provide information or documentation which is required to be obtained from you in order to comply with any anti-money laundering or other regulatory or legal obligations whether initially or on an ongoing basis.

7. Client Classification

- 7.1. Unless we have specifically notified you in writing to the contrary, you are classified by Robinhood as a “retail customer” as defined in accordance with Law on MiFI for the purposes of the provision of investment and ancillary services. This means you benefit from the highest level of protections under the Law of MiFI when using the investment and ancillary services. You may request that we re-categorize you as a different type of client, but we do not have to agree to your request. If you are re-classified as a professional client, you may lose certain protections. If, following your request, you are re-categorized as a professional client, you must keep us informed of any change in your circumstances which may affect your categorization as a professional client.

8. Appropriateness

- 8.1. For Services involving financial instruments, Robinhood is required to assess whether such financial instrument is appropriate for you by reference to your experience, knowledge, and understanding the risks involved (an “Appropriateness Assessment”). If we consider that the financial instrument is inappropriate for you, or if you do not provide us with the required information to conduct the Appropriateness Assessment, we may not allow you to trade in such instruments or we will provide you with a warning in relating to the trading of such instruments.
- 8.2. You agree to supply Robinhood with all information that may be requested to enable Robinhood to conduct an Appropriateness Assessment. In addition, you agree that Robinhood will be able to rely on the information you provide, unless Robinhood is aware or ought to be aware that the information is inaccurate or incomplete.

9. Custody and Administration Services

9.1. Safeguarding of Client Money

- 9.1.1. Robinhood provides services related to your money that are specifically limited to facilitating investment and ancillary services, as well as crypto-asset services provided through the Robinhood Platform. Such services include (i) receiving, converting and holding all money you transfer to fund your Account for future purchases of financial instruments or crypto-assets on the Robinhood Platform; (ii) debiting your Account for any charges or fees you have agreed to pay Robinhood or any other affiliate; (iii) receiving the sales proceeds from financial instruments or crypto-assets sold via the Robinhood Platform; (iv) withdrawing the money entrusted to us to your linked payment account held in your name with your payment service provider; and (v) receiving the proceeds from liquidating any of your positions in financial instruments or crypto-assets pursuant to Section 21 of this Agreement.
- 9.1.2. You understand that all money which we receive from you or hold on your behalf in our capacity as a trustee is classified as “client money” under the Law on MiFI and MiCA Regulation. Client money is segregated from Robinhood’s own money and safeguarded in account(s) opened with appropriate entities (such as a central bank, a credit institution authorized and regulated in the EU, or, where permitted by applicable law, a bank authorized and regulated outside of the EU).
- 9.1.3. The account in which client money is held and safeguarded is known as a “client money account”. Your money may be pooled with that of our other clients in the client money account. By accepting the terms of this Agreement, you give express consent to your money being held in such pooled client money accounts. You can check your funds’ balance at any time by logging into your Account.
- 9.1.4. Robinhood is not responsible for the insolvency, acts or omissions of any bank, although we will take reasonable care when choosing which bank to open a client money account with. Robinhood will be liable to you for the loss of the money entrusted to us only if such loss occurs as a result of our fraud, willful act or gross negligence.
- 9.1.5. The client money you entrust to us with will not be considered a deposit. Unless Robinhood separately agrees to do so with you, Robinhood will not pay you interest on any client money we hold, and if interest is accumulated on such funds, it shall not be deemed part of the clients' funds and shall not be credited to your Account.
- 9.1.6. Robinhood may allow another third party to hold your money for the purpose of a transaction for you, where this is permitted by applicable law. Such third party may include a Robinhood affiliate or a third party such as an exchange or a clearing house. If we do this, we will take reasonable steps to make sure your money is treated as client money where applicable but we will not be responsible for the insolvency, acts or omissions of that third party other than as a result of our fraud, willful act or gross negligence.

- 9.1.7. You agree that, when you instruct Robinhood to execute a buy order through our Services, Robinhood will instruct that the amount of money due in relation to such order be withdrawn from your Account. You further agree that, when you instruct Robinhood to execute a sell order through our Services, Robinhood will arrange for the sale proceeds to be paid into your Account. All payment of cash in lieu of dividends or other money that Robinhood owes to you in relation to your investments will be paid into your Account.
- 9.1.8. You agree to promptly return any assets erroneously distributed to you.
- 9.2. Safeguarding of Client Financial Instruments
- 9.2.1. We hold your financial instruments in custody subject to the protections provided by the Law of MiFI and the BoL rules.
- 9.2.2. We may not use your financial instruments, except with your prior, express written consent (signed or equivalent) specifying the terms of use and any use is limited to those agreed terms. Any financial instruments which are used by us will be clearly indicated in the statements we provide to you.
- 9.2.3. Where we hold your financial instruments as custodian in accordance with the Law of MiFI and BoL rules, we may use Robinhood affiliates or an unaffiliated third party to act as sub-custodian in respect of your financial instruments. We will ensure any sub-custodian operates in a jurisdiction with special custody regulation/supervision applicable to them; where no such regulation exists, we only appoint sub-custodians if the nature of the relevant financial instrument or required services necessitate it. You agree that where your financial instruments are subject to the law or market practice of a third country and where permitted by the Law of MiFI and BoL rules the sub-custodians may register or record your financial instruments in the sub-custodian's name or in the name of a third party. We will maintain in our books and records your entitlement to the financial instruments held by the third party sub-custodians in cases where the third party sub-custodian has registered or recorded your financial instruments in a combined account or pooled in some other way with financial instruments belonging to other clients of the third party sub-custodians. In the event we use a third-party to act as a custodian in respect of your financial instruments, we carry out due diligence in the selection, appointment, and periodic reviews of the third-party and the arrangements for the holding and safekeeping of those financial instruments.
- 9.2.4. You authorize us to arrange for your financial instruments to be held with a sub-custodian or other third party in one or more jurisdictions outside of Lithuania or the EU. In some cases, Client financial instruments which are held overseas will be subject to different settlement, legal and regulatory requirements than those that apply in Lithuania or in the EU. Whilst we will exercise all due care, skill and diligence in selecting, appointing, and periodically reviewing the third party sub-custodian, we will not be liable to you for any losses you incur resulting from any actions the third party sub-custodian takes or omits to take in connection with your financial instruments or for any insolvency of the third party sub-custodian, other than arising from our fraud, wilful act, or gross negligence.

10. Fees and Charges

- 10.1. You agree to pay Robinhood any fees we impose in connection with the Services at the then-prevailing rate as set forth in the [Fee Schedule](#), which you can find in the RHEU Disclosure Library.
- 10.2. You acknowledge that the prevailing rate may change and Robinhood will give you reasonable notice of such change. You agree to be bound by changes to prevailing rates once they are posted in the Fee Schedule. You also agree to pay all applicable taxes. Further, Robinhood reserves the right to vary rates and fees among customers in connection with special offers, promotions, arrangements, or account criteria such as account value or customer loyalty.
- 10.3. You agree that Robinhood reserves the right to pass on any fees charged by any exchanges, brokers, market-makers, liquidity providers, or other types of counterparties, trading venues, or intermediaries (each, a "Market Actor"). You agree Robinhood reserves the right to pass on any fees charged by crypto-asset networks to facilitate Crypto-asset Transfers.
- 10.4. Where Robinhood has had an ongoing relationship with you during the year, Robinhood will also provide you with appropriate information in relation to the costs and charges you have incurred annually with respect to your Account. Robinhood will also provide you with the Ex-ante Costs & Charges Disclosure at onboarding which will aim to demonstrate the impact of annual costs and charges on your investment returns when using Robinhood.
- 10.5. You also agree to pay such expenses incurred by Robinhood in connection with collection of any unpaid balance due on your Account, including legal fees allowed by law.

11. Account Funding and Withdrawals

- 11.1. You can transfer funds into your Account at any time using a payment account held in your name, or any other funding mechanisms as may be added to the Platform from time to time. Your money will be available for trading on the Platform as soon as the payment has been successfully processed and the funds have been received by Robinhood.
- 11.2. Robinhood reserves the right to amend the funding mechanisms for your Account at any time, upon notice, and may add new funding mechanisms without notice to you.
- 11.3. The deposit and withdrawal of funds in your Account are subject to certain limitations, including daily maximum transfers thresholds and number of transfers, which Robinhood may change from time to time.
- 11.4. When you send an instruction to withdraw money held on your Account, Robinhood will act on your instructions to withdraw the requested amount and will transfer this amount to your linked payment account. Neither Robinhood nor any business partner will be responsible for any delays in the transfer of money resulting from delays in the banking system.
- 11.5. By entering into this Agreement, you irrevocably agree that, where your money has been transferred to your linked payment account, Robinhood will have fulfilled any and all duties to you in respect of that transfer, as applicable. You are responsible for providing correct

payment account details for the purposes of this transfer. Neither Robinhood nor any business partner will be liable to you as a result of any failure, resulting from incorrect account details or otherwise, by your payment service provider to credit withdrawn funds to your account.

- 11.6. You may be responsible for fees and expenses that your payment service provider imposes on you in respect of the transfer of money to your nominated payment account. Neither Robinhood nor any business partner, will be responsible for any of such fees or expenses imposed by your payment service provider.
- 11.7. Robinhood does not charge any fee for money transfers, but implicit third-party costs will apply. Please refer to the [Fee Schedule](#) in the RHEU Disclosure Library for further details.

12. Reporting, Confirmations, and Statements.

- 12.1. You will receive trade confirmations from Robinhood promptly after your order has been executed, and you will receive crypto-asset transfer confirmations from Robinhood promptly after your crypto-asset transfer has been executed. You understand that it is your sole responsibility to review your transaction history, trade confirmations, transfer confirmations, and any notices from Robinhood or its affiliates promptly upon receipt, and you must promptly notify us after you become aware of any unauthorized or improperly executed transactions or any other errors, inconsistencies, or inaccuracies in your Account statements, confirmations or transaction history available on the Platform.
- 12.2. Account statements will be available to you electronically via the Platform on a monthly basis. It is your responsibility to review statements of your Account promptly upon receipt. Account statements will evidence all activity in your Account for the stated period, including financial instrument transactions, crypto-assets transactions, cash balances, crypto-asset balances, credits to your Account, and all fees paid from your Account.
- 12.3. Notwithstanding anything else in this Agreement, trade confirmations will be considered binding on you unless you notify Robinhood of any objections within two (2) days from the date confirmations are available to you on the Platform. We are entitled to assume that any crypto transfer request or instruction received from your Account is a valid request or instruction issued by you and such transfer is thereby authorized. Account statements and Crypto Transfer confirmations will be considered binding on you unless you notify Robinhood in writing of any objections within 14 days after your Account statements are made available to you by posting them to the Robinhood Platform. Such objections may be oral or in writing, but any oral objections must be immediately confirmed in writing. If you fail to notify us of unauthorized or improperly executed transactions in a timely manner as provided in this Section 12, you will be deemed to have unconditionally approved the executed transactions.
- 12.4. Nothing in this Section 12 limits your rights under applicable law, and you should review the [Complaints Handling Process](#) located in the RHEU Disclosure Library.
- 12.5. In all cases, Robinhood reserves the right to determine the validity of your objection. If you object to a transaction for any reason, you agree that you are obliged to take action to limit any losses that may result from such a transaction or you will bear sole responsibility for

any losses relating to the transaction, even if your objection is ultimately determined to be valid. Nothing in this Section will limit your responsibilities as described in this Agreement.

- 12.6. To the extent permitted by applicable law, neither Robinhood nor any of its affiliates will be liable for any losses, lost profits, or other damages allegedly resulting from delays in or a failure to issue a confirmation, statement, or status update.

13. Conflicts of Interests.

- 13.1. Robinhood provides investment services and ancillary services, as well as crypto-asset services, to a wide range of customers, which in certain situations may give rise to conflicts of interest that could adversely affect the protection of customers' interests.
- 13.2. Robinhood will take all appropriate steps to identify, prevent, and manage conflicts of interests. Robinhood does so in order to prevent any adverse effect to your interests. However, these steps may not be sufficient in every case to ensure, with reasonable confidence, that the risk of damage to your interests will be prevented, and in such limited cases, Robinhood will disclose the nature or source of the conflict to you as well as the measures taken by Robinhood to reduce the adverse impact of such conflict to your interests. The [Conflicts of Interest Policy](#) is available in the RHEU Disclosure Library and further details are available on request.

14. Liabilities to Investors Insurance Scheme.

- 14.1. Robinhood is a participant in the Insurance System of Liabilities to Investors of Lithuania. Any money and (or) financial instruments that you hold in your Account with Robinhood, regardless of the currency in which they are denominated, are protected up to EUR 22,000 by the Insurance System of Liabilities to Investors in the event of Robinhood's insolvency resulting in a loss of your money and (or) financial instruments. You can find further information on the Insurance System of Liabilities to Investors by accessing the [Key Information on the Liabilities to Investors Insurance Scheme](#) in the RHEU Disclosure Library.
- 14.2. The loss of your crypto-assets in case of Robinhood's insolvency is not protected by the Insurance System of Liabilities to Investors.
- 14.3. The Insurance System of Liabilities to Investors also does not cover your investment risk and will not compensate for any losses resulting from unprofitable investments or a decline in the value of your financial instruments or crypto-assets.
- 14.4. You agree that we will provide you with the relevant information about applicable Liabilities to Investors Insurance Scheme once a year in a durable medium via the Platform.

15. Applicable Regulations.

- 15.1. Your Account and any orders placed or executed under it are subject to all applicable rules and regulations of governmental, regulatory, and self-regulatory authorities, as well the

rules, regulations, customs, policies, and procedures of the exchanges, markets, and venues to which orders are routed, executed, or cleared.

16. Your Responsibilities.

- 16.1. You will provide Robinhood with all information relevant to the Services and will respond promptly to any requests Robinhood makes for further information. Robinhood will provide Services to you on the basis of the information that you have provided.
- 16.2. You agree to inform Robinhood promptly through the Platform, including using Account settings, responding to questionnaires or in writing via email of any change to the personal details about you that you have shared.
- 16.3. You agree not to open multiple Accounts.
- 16.4. You agree to only use the Platform and your Account for your own personal investment purposes and for no other purposes. You must act responsibly and reasonably when using the Services. You must not use the Services to commit or attempt to commit a crime or engage in abusive or otherwise prohibited behaviour.
- 16.5. You represent that you are solely responsible for and have authorized any orders or instructions appearing in, originating from, or associated with your username and password, your Account, or your Account number; provided, that this does not affect your rights where Robinhood has acted negligently or fraudulently, is in willful default, or where you have rights under applicable law. All such orders or instructions will be executed in reliance on your promise that an actual purchase or sale is intended. Robinhood is entitled to assume that any order or instruction received from your Account is a valid order or instruction issued by you. It is your obligation to pay for purchases immediately or on demand. In the event that you fail to provide sufficient funds to pay for a purchase or trade that you placed on the Platform, Robinhood or may, at their option and without notice to you:
 - 16.5.1. liquidate the financial instruments or crypto-assets subject of the order; or
 - 16.5.2. sell other financial instruments or crypto-assets or other assets held in your Account.
- 16.6. You agree not to allow any person except for you to trade on your Account. Robinhood may at any time, in their sole discretion and without prior notice to you, prohibit or restrict your ability to access the Services. Robinhood reserves the right to require full payment in cleared funds prior to the acceptance of any order.
- 16.7. You represent, on the date this Agreement is entered into and throughout its duration, that:
 - 16.7.1. you are 18 years old or older;
 - 16.7.2. you are not a married resident of the Republic of Lithuania or, if you are a married resident of the Republic of Lithuania, you are using funds and assets for trading activities only belonging to you on the basis of personal ownership rights;

- 16.7.3. you are not a U.S. person, as defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (for U.S. tax purposes);
- 16.7.4. you are acting in your capacity as a consumer in entering into this Agreement and each transaction entered into pursuant to this Agreement and you will perform your valid and legally binding obligations in accordance with the Agreement except for the effect of laws relating to or affecting creditors' rights generally and applicable general equitable principles;
- 16.7.5. the information you have provided to Robinhood is (and any information you provide to Robinhood will be) complete, accurate, and not misleading in any respect, and in the event of any change to such information, you will promptly notify Robinhood of the same;
- 16.7.6. if you are now or if you become an officer, director or 10% stockholder of any publicly traded company, you will promptly notify Robinhood in writing via email;
- 16.7.7. no person except for you has any interest in the Account opened pursuant to this Agreement;
- 16.7.8. you will be liable to Robinhood in respect of all obligations and liabilities arising from any material breach by you of this Agreement or any other agreement you have entered or will enter into with Robinhood or any affiliate;
- 16.7.9. you accept full responsibility for monitoring and safeguarding your Account and access to your Account; this includes:
 - 16.7.9.1. keeping your Account number, username and password confidential;
 - 16.7.9.2. not sharing your Account number, username and password (or other information relating to your Account) with any other person;
 - 16.7.9.3. not giving any other person access to your Account;
 - 16.7.9.4. securing any computer or mobile device through which you access the Platform;
 - 16.7.9.5. if you use any biometric (such as facial recognition, fingerprint recognition, or similar) access methodology to access or unlock the App, making sure that only your biometrics are able to unlock your Mobile Device and the App (e.g., making sure that no other person's face or fingerprint can unlock your device or access your Account via the App);
- 16.7.10. you will immediately notify Robinhood in writing via email or through Customer Support, if you become aware of: (i) any loss, theft, or unauthorized use of your Account number, username or password; (ii) any failure by you to receive any communication indicating that an order placed via the Services was received, executed, or cancelled, as applicable; (iii) any failure by you to receive an accurate written confirmation of an order, execution, cancellation, or transfer; (iv) any receipt by you of confirmation of an order, execution, cancellation, or transfer, which you did not place; (v) any inaccurate information in or relating to your orders, trades, Account balances, deposits, withdrawals, transfers, or transaction history; or (vi)

any other unauthorized use or access of your Account (each event described in (i)-(vi), a "Potential Fraudulent Event");

- 16.7.11. you agree to notify Robinhood immediately after you discover any Potential Fraudulent Event and no more than twenty-four hours following discovery; you agree to cooperate fully with the legal authorities and Robinhood and its affiliates in any investigation of any Potential Fraudulent Event; you will complete any reasonably required affidavits or formal written statements promptly, accurately, and thoroughly; you acknowledge that access to the Services, including your Account, may be suspended in the event of a Potential Fraudulent Event; and you agree to compensate Robinhood, its affiliates, and Robinhood's and its affiliates' respective officers, directors, and employees for any losses arising out of or relating to any Potentially Fraudulent Event that are caused by your actions or omissions;
- 16.7.12. your use and storage of any information (including your Account number, portfolio information, transaction activity, account balances, and any other information) on your wireless, web-enabled cellular telephone or similar wireless communications device (collectively, "Mobile Device") or computer is at your own risk and is your sole responsibility, and you acknowledge that Robinhood recommends that you use devices with appropriate, up-to-date security software to reduce the risk that the system or Mobile Device used will be susceptible to unauthorized access; additional information on security practices is available in this [Help Center](#) article;
- 16.7.13. you acknowledge that (i) in order to use the Services, including maintaining your Account on the Platform, you must download, or download upon Robinhood's request, the App to your Mobile Device for certain security or other Account-related purposes, (ii) from time to time, Robinhood will release software updates for the App, (iii) you are responsible for downloading and upgrading your software and maintaining the latest version of the App on your Mobile Device, and failing to do so may result in you encountering content that contains out-of-date, missing or incorrect information, including, among other things, important disclosures and agreement updates, and may impact your ability to access your Account, and (iv) Robinhood will not be responsible for any losses caused by your use of outdated software or failure to download the App on your Mobile Device;
- 16.7.14. entering into the Agreement or any transaction hereunder will not violate or conflict with any law applicable to you, or any charge, trust deed, contract, other instrument, or contractual restrictions applicable to, binding on, or affecting you or any of your assets or obliging you to create any lien, security interest, or encumbrance;
- 16.7.15. you will comply with all applicable laws, regulations, licensing requirements and third party rights (including, without limitation, data privacy laws and anti-money laundering and countering the financing of terrorism laws) in your use of the Services and the Platform.
- 16.7.16. you will comply with applicable law and disclosure requirements relating to taxation in all relevant jurisdictions;

- 16.7.17. you will comply with all applicable law and disclosure requirements relating to anti-bribery and corruption, anti-money laundering and other forms of financial crime, and you will not engage in or facilitate or undertake any transaction that may involve Robinhood or affiliates facilitating bribery, corruption, money laundering or other forms of financial crime;
 - 16.7.18. you agree that you are solely responsible for understanding the rights and terms for all financial instruments or crypto-assets purchased, sold, and maintained in your Account;
 - 16.7.19. you are not in possession of any price sensitive or insider information which would or may affect your ability to lawfully abide by this Agreement;
 - 16.7.20. you will not engage in any activities that amount to market abuse or market misconduct under the laws of the EU or any other applicable jurisdiction;
 - 16.7.21. you are not subject to any Sanctions or are present on any other sanctioned or restricted party lists, and you will not undertake any transaction or activity that places Robinhood or affiliates in violation of such Sanctions; and
 - 16.7.22. you represent and warrant that you are not a politically exposed person ("PEP") as defined by applicable law. To the extent you are or become a PEP in the future while you hold your Account at Robinhood, you represent and warrant that you will immediately notify Robinhood and subject yourself to any due diligence measures deemed appropriate by Robinhood.
- 16.8. Any foul or abusive language, physical violence, threatening behaviour, or other inappropriate conduct directed toward Robinhood, or its respective officers, employees, contractors, or customers, will not be tolerated. If you engage in any such behaviour, as determined by Robinhood in its sole discretion, you agree that Robinhood is authorized to: (i) liquidate any financial instruments, crypto-assets or other property in your Account, (ii) send you the converted proceeds, and (iii) close your Account. Robinhood will not be responsible for any losses caused by the liquidation of financial instruments, crypto-assets or other property pursuant to this paragraph, including any tax liabilities.
- 16.9. If you attempt to access your Account from a jurisdiction subject to certain legal Sanctions (including U.S. sanctions) or you are otherwise resident in such a jurisdiction, or if Robinhood reasonably believes that you are attempting such access or have become a resident in such a jurisdiction, Robinhood may restrict your Account and any pending orders may be cancelled. If this happens, you should initiate a support request through the methods set forth in Section 33; you may be asked to provide supplemental information as part of this process. You must close your Account before establishing residency in any jurisdiction subject to legal Sanctions. Please see this [Help Center](#) article on Travelling with Robinhood to learn more.

17. Taxes.

- 17.1. You agree to receive all confirmations and Account statements, as well as any tax-related documents, in electronic format via the Platform. You have sole responsibility for complying with any applicable law and the management of your tax affairs. You confirm that you have

been and are compliant with all tax declaration and reporting obligations relating to the investments, crypto-assets or money held in your Account and any income or gains they produce.

- 17.2. The value to you, and the effects on you, of some of the Services may depend on your tax status and you should seek tax advice to ensure the services are appropriate. Robinhood will not provide you with that advice.
- 17.3. In some jurisdictions, depending upon your holdings, Robinhood may be required to pass information about you and your investments to tax authorities. Robinhood may also be required to report any U.S. source income and deduct withholding taxes from any income paid or passed on to you.
- 17.4. You authorize Robinhood to provide any tax-related documents to any withholding agent that has control, receipt, or custody of the income of which you are the beneficial owner or any withholding agent that can disburse or make payments of the income of which you are the beneficial owner.
- 17.5. A Form W-8BEN is a certification that helps ensure that your information for tax reporting purposes is accurate. You agree to submit a new Form W-8BEN within 30 days if any certification made on any previously submitted Form W-8BEN becomes incorrect. You also agree to provide a new Form W-8BEN prior to the expiration of any previously submitted form and any additional documentation required to substantiate the validity of your Form W-8BEN. Form W-8BEN is generally valid the year signed plus 3 additional calendar years.

18. Limitation of Liability; Your Liability to Us.

- 18.1. Robinhood and its affiliates do not exclude or limit their liability to you where it would be unlawful to do so. This includes liability for fraud or fraudulent misrepresentation. Further, the limitation of liability is subject to any obligations we have under applicable law and regulation.
- 18.2. Robinhood and its affiliates will not be liable for any loss or damage that you suffer as a result of their breach of this Agreement or failure to use reasonable care and skill, if that loss or damage is not reasonably foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, Robinhood and you knew it might happen. Robinhood and its affiliates will not be responsible for any loss or damage that is not reasonably foreseeable.
- 18.3. Robinhood and its affiliates will not be liable for business losses. The Services are provided for individual private use only. Robinhood and its affiliates will not be liable for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 18.4. Neither Robinhood, its affiliates and service providers, nor any of their respective officers, directors, agents, joint venture partners, employees or representatives, will be liable for any amount larger than the value of the investments in your Account at the time of the breach by Robinhood giving rise to your claim. Where we are considering a specific claim relating to a specific order or transaction this sum shall be further limited to the amount of the order or transaction in dispute.

- 18.5. Robinhood will be liable to you for the loss of any crypto-assets or of the means of access to the crypto-assets from your Account that occurs as a result of an incident that is attributable to Robinhood. In any case, Robinhood's liability for such loss shall be capped at the market value of the crypto-asset that was lost, at the time the loss occurred. If an incident is not attributable to Robinhood, we shall not be liable to you for the loss of your crypto-assets or of the means to access to your crypto-assets that may occur due to such incident. Incidents not attributable to us include any event in respect of which we demonstrate that it occurred independently of the provision of our Services, or independently of our operations, such as a problem inherent in the operation of the distributed ledger that we do not control, or where such loss was due to your fraud, willful misconduct, or negligence.
- 18.6. Subject to Section 18.1, Robinhood and its affiliates are not responsible for any loss or damage arising as a result of or in connection with:
- 18.6.1. market movements between the time that an instruction is received from you and the time it is executed, or market movements that occur after your order is executed;
 - 18.6.2. any event outside Robinhood's reasonable control, including disruption to or unavailability of the Services caused by disruption to any market, communications network, or information technology;
 - 18.6.3. performance or non-performance by any exchange, market data provider, execution venue, partner, or other third party, or any of their respective partners or affiliates, of any of their obligations relative to any financial instrument, crypto-assets or other assets;
 - 18.6.4. when Robinhood or an affiliate is acting as an introducer, marketer, or promoter of a product, feature, service, or program, any matters arising from any introduction, marketing, promotion, or referral in connection with the product, feature, service, or program;
 - 18.6.5. any non-compliance by you with any of the terms and conditions of this Agreement;
 - 18.6.6. any third-party actions related to your receipt and use of any information, Third Party Information (as defined below), market analysis, other third-party content, or other such information obtained on the Platform or otherwise through the Services;
 - 18.6.7. any third-party actions related to your use of the Services;
 - 18.6.8. any loss resulting from a network failure of a crypto-assets' cryptographic protocol;
 - 18.6.9. your or your representative's misrepresentation or alleged misrepresentation, or act or omission; or
 - 18.6.10. following your or your representative's directions or instructions, failing to follow your or your agent's unlawful or unreasonable directions or instructions, or failing to follow you or your representative's orders with respect to your Account when your Account has been subject to an attachment or sequestration in any legal

proceeding against you (in which case Robinhood and its affiliates will be under no obligation to contest the validity of any such attachment or sequestration).

- 18.7. The Services are provided on an "as is" and "as available" basis, with no further promises made by us around availability of the Services. To the maximum extent permitted by applicable law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. In the event of any such interruptions or failures in service, you agree to minimise any losses you may suffer and avoid taking unreasonable steps which may increase your losses. From time to time, Robinhood may offer new "beta" features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at Robinhood's sole discretion. The provisions of this section apply with full force to such features or tools.
- 18.8. You agree to the use of automated systems in conjunction with your Account, including automated order entry and execution, record keeping, reporting and account reconciliation, and risk management systems (collectively, "Automated Systems"). The use of Automated Systems entails risks that could cause substantial damage or expense to you, such as interruption or delays of service, errors or omissions in the information provided, system failure, and errors in the design or functioning of such Automated Systems.
- 18.9. Any materials, information, view, opinion, projection or estimate presented via the Platform is made available by Robinhood for informational purposes only and is subject to change without notice. You must make your own assessment of the relevance, timeliness, accuracy, adequacy, commercial value, completeness and reliability of the materials, information, view opinion, projection or estimate provided on the Platform.
- 18.10. You shall be liable to Robinhood to the extent that (i) Robinhood suffer foreseeable losses resulting from your breach of this Agreement or (ii) Robinhood suffer losses in respect of which they are permitted to make a claim against you under applicable law, this Agreement, or any other agreement between you, Robinhood and/or an affiliate. This includes any fees, liabilities, costs and expenses that Robinhood incurs or suffers as a result of your breach, including reasonable legal fees.
- 18.11. If you authorize or allow third parties to gain access to or use the Services provided by Robinhood or its affiliates, including your Account, you will be responsible for any losses or damage that results from such access or use, including any losses or damage that may arise out of claims or suits by third parties brought against Robinhood or its affiliates based upon or relating to such access and use.
- 18.12. The provisions of this Section 18 will continue to apply even if Robinhood stops supplying you with the Services.

19. Restrictions on Use of Services; Termination of Services.

- 19.1. Robinhood may, in its sole discretion and without prior notice to you, prohibit or restrict your access to the Services, including access to your Account. Robinhood may at any time, in its sole discretion and without prior notice to you: (i) prohibit or restrict your access to the use of the Services, access to the Platform or related services, and ability to trade and to deposit and withdraw funds, (ii) refuse to accept any of your orders, (iii) refuse to execute

any of your orders, or (iv) terminate your Account pursuant to Section 20. The closing of your Account will not affect the rights or obligations of either party incurred prior to the date your Account is closed. Robinhood may restrict your Account from withdrawals or trading for, but not limited to, the following reasons: if there is a reasonable suspicion of fraud, diminished capacity, or inappropriate activity, or if Robinhood receives reasonable notice that ownership of some or all of the assets in your Account are in dispute. Robinhood shall not be liable for any loss that you may incur due to Robinhood's refusal to permit any deposit, withdrawal or transaction.

- 19.2. Robinhood may discontinue or change any product, service, or feature, in its sole discretion, at any time. You agree that we may transfer you to a product or service that is reasonably similar to the discontinued or changed product or service, to the extent such product or service exists. We will provide you with prior notice of material changes, discontinuation, or the transfer related to a product, service, or feature, to the extent required or applicable.
- 19.3. Robinhood will take reasonable steps to provide you with appropriate notice if we freeze, block, or terminate the Services and/or your Account. However, there might be times when Robinhood is required to freeze, block, or terminate the Services and/or your Account without telling you in advance. Robinhood will do this if it reasonably believe that there is a security or regulatory risk, you have breached the Agreement, we are required to do so by applicable law or by a regulator, and/or there is an application, order, resolution or another announcement in relation to a winding up/bankruptcy in which you are involved.

20. Events of Default

- 20.1. For purposes of this Agreement, each of the following will be an "Event of Default":
 - 20.1.1. you fail to pay us within seven days, any fees, charges, and/or liabilities on your Account, where we have requested such payments;
 - 20.1.2. you enter into bankruptcy, whether compulsorily or voluntarily, or similar proceedings, or a procedure is commenced against you seeking or proposing bankruptcy or similar proceedings, or you are generally unable to pay your debts as they become due (or you confirm so in writing);
 - 20.1.3. we consider it reasonably necessary to prevent what we reasonably consider to be or might be a violation of any applicable law; and/or
 - 20.1.4. you commit a material breach of this Agreement and (i) if that breach is capable of remedy (as determined Robinhood in its sole discretion, acting in good faith), fail to remedy this within seven days of receiving notification of material breach, or (ii) the relevant material breach is not capable of remedy (as determined by Robinhood in its sole discretion, acting in good faith), in which case the material breach will be an immediate Event of Default.
- 20.2. In the Event of Default, Robinhood will be entitled to terminate this Agreement pursuant to Section 21 and treat any or all outstanding transactions between you and Robinhood as having been cancelled or terminated. In the Event of Default, Robinhood shall have all

rights and remedies available to a creditor under all applicable law, in addition to the rights and remedies provided herein.

21. Termination; Events of Default; Account Closure.

- 21.1. You are entitled to terminate this Agreement and close your Account, after paying any obligations owed, by giving written notice. Please review the information in this [Help Center](#) article to learn more about terminating your Account, and if you wish to terminate your Account, please send a request to do so by contacting us through methods identified in Section 33.
- 21.2. Without prejudice to Robinhood's rights under the Agreement to cease providing the Services or block access to your Account, Robinhood may terminate this Agreement, or close, deactivate, or block access to your Account at any time in their sole discretion by giving not less than 30 days notice. Robinhood reserves the right, at their sole discretion, to execute or reject any pending order or instruction following any such notice to terminate. In either case, you should note that, although no penalty will be payable by you to Robinhood, you will remain liable to meet all obligations you owe to Robinhood, whether arising before or after termination, including those which may accrue under transactions initiated prior to the date of receipt by Robinhood of your notice and which are to be completed thereafter. You will further be liable to pay the amount outstanding at the date of termination in respect of all interest and charges.
- 21.3. Robinhood may terminate this Agreement without notice (i) if there is an Event of Default, (ii) there is a real risk of harm or loss to Robinhood if the Agreement continues (for instance, in cases of fraud or violation of Sanctions), (iii) where required by law or by a regulator, (iv) you are reasonably suspected of having committed a crime, or (v) where, acting reasonably, Robinhood consider immediate termination is required to fulfil their legal or regulatory obligations.
- 21.4. If your Account has been terminated for whatever reason, Robinhood may (unless prohibited from doing so by applicable law):
 - 21.4.1. close out all or any of your open positions at current market prices;
 - 21.4.2. arrange for any financial instruments in your Account to be liquidated at current market prices, and, by entering into this Agreement, you authorize Robinhood to do so in the event of a termination;
 - 21.4.3. arrange for any crypto-assets in your Account to be liquidated at current market prices and, by entering into this Agreement, you authorize Robinhood to do so in the event of a termination, or arrange for any crypto-assets held in your Account to be returned to you pursuant to Send Transactions;
 - 21.4.4. deduct all applicable fees, costs, expenses, taxes, and other deductibles related to the liquidation of your investments or any transaction carried on after termination under this Section; and
 - 21.4.5. arrange for any remaining balances to be transferred to one of your linked payment accounts.

(each event described above, an “Account Closure Transaction”).

- 21.5. With respect to any crypto-assets in your Account, in the event Robinhood reasonably determines your Account balance is insufficient to cover the costs and fees associated with an Account Closure Transaction (such account balance, a “Dust Balance”), you agree to forfeit any such Dust Balance without compensation. These balances shall no longer be visible, accessible, or recoverable. You further agree that Robinhood will not have any responsibility or liability for any losses, unrealized gains, damages, expenses, or other harm that you may incur in connection with such forfeiture.

22. Remedies.

- 22.1. No failure to exercise or delay in exercising any right or remedy under this Agreement will constitute a waiver of such right or remedy, and no single or partial exercise of any right or remedy under this Agreement will preclude or restrict any further exercise of such right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 22.2. The exercise of any right or remedy under this Agreement will not preclude Robinhood from exercising that right or remedy again (or in full if it was previously only exercised in part) or from exercising any other right or remedy Robinhood has under this Agreement, or any other agreement in place between you and Robinhood, or otherwise. Robinhood’s rights and remedies under this Agreement are not exclusive of any provided by law or otherwise.

23. Telephone and Electronic Communication Recordings.

- 23.1. Robinhood may record, monitor, and retain telephone conversations and other forms of electronic communications with you. You are advised that recordings of communications may be used as evidence in the event of a dispute or upon request by the relevant regulatory authorities. You agree to accept these as evidence of your orders, instructions, or any other conversations which are relevant to those orders or instructions, or the ongoing provision of services. Robinhood may use recordings or transcripts of recordings for any purpose which it deems desirable, to the extent permitted by applicable law. Any personal data contained within the recordings or transcripts may be used as permitted under the [Robinhood Europe, UAB Privacy Policy](#).
- 23.2. Unless otherwise agreed in writing in advance, Robinhood and its affiliates do not consent to the recording of telephone conversations by any third party or by you.

24. Communications; Consent to Electronic Delivery.

- 24.1. This Agreement with you and all Communications will be in English. Any translation of this Agreement or Communications is provided for your convenience only and may not accurately represent the information in the original English. In the event of any inconsistency, the English language version of this Agreement or Communication, as applicable, shall prevail. “Communications” means any and all communications, notices, disclosures, and other materials related to your Account or this Agreement, including

account statements, trade confirmations, tax-related documents, notices, legal disclosures, regulatory communications, and other information, documents, data and records regarding your Account, this Agreement (including any amendments), and the Services, whether provided by Robinhood or an affiliate. By agreeing and accepting the terms of this Agreement, you confirm that you have knowledge of the English language which is sufficient for you to be able to use the Robinhood Platform, fully understand the terms of the Agreement and any other documents that form the Agreement between us as well as any other information and materials sent by Robinhood or made available to you by Robinhood.

24.2. You agree to the electronic delivery of Communications:

- 24.2.1. By agreeing to electronic delivery, you are providing your informed consent to electronic delivery of all Communications, other than those you have specifically requested to be delivered in paper form. Subject to the terms of this Agreement, you may revoke or restrict your consent to electronic delivery of Communications at any time by notifying Robinhood in writing of your intention to do so. If you revoke or restrict your consent to electronic delivery of Communications, Robinhood, in its sole discretion, may charge you a reasonable service fee for the delivery of any Communication that would otherwise be delivered to you electronically, restrict or close your Account, or terminate your access to the Services.
 - 24.2.2. Your consent to receive electronic delivery of Communications will be effective immediately and will remain in effect unless you revoke it. Any Communication received prior to processing of a revocation shall continue to be valid and effective.
 - 24.2.3. In order to receive electronic deliveries, you must have access to a computer or mobile device with internet access, a valid email address, and the ability to download such applications as Robinhood may specify and to which you have access.
 - 24.2.4. By entering into this Agreement, you agree (i) to all conditions outlined above with respect to electronic delivery of any Communication, and (ii) that you have carefully read the above information regarding informed consent to electronic delivery.
- 24.3. The primary methods of communicating about your Account include (i) posting on the Website or providing information via the App (including any alerts that a Communication has been posted to the Platform and is available for viewing), (ii) sending emails to your email address of record, or (iii) to the extent required by applicable law, providing you with notice(s) that will direct you to the Platform. Unless otherwise required by applicable law, Robinhood and its affiliates reserve the right to post Communications on the Platform without providing notice to you. Further, Robinhood and its affiliates reserve the right to send Communications to your postal or email address of record or via the App or Website. You agree that all Communications provided to you in any of the foregoing manners is considered delivered to you personally when sent or posted on the Platform, whether you receive it or not.
- 24.4. All email notifications regarding Communications will be sent to your email address of record. You agree to maintain the email address you have provided to Robinhood until you provide a new one, and you agree to immediately notify Robinhood of a change in your

email address. Email messages may fail to transmit promptly or properly, including being delivered to a spam folder. It is your sole responsibility to ensure that any email from Robinhood or its affiliates are not marked as spam. Regardless of whether or not you receive an email notification, you agree to check the Platform regularly to avoid missing any information, including time-sensitive or otherwise important communication.

- 24.5. The Internet is not a secure network, and communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. You agree that you will not send any confidential information, including Account numbers or passwords, in any unencrypted emails. You also agree to hold Robinhood and its affiliates, and their respective officers and employees harmless for any such access provided that Robinhood or its affiliates are not in any way responsible for providing.

25. Assignment.

- 25.1. Robinhood may, at any time, assign, or transfer any of their rights or obligations under this Agreement and all or any of the functions under this Agreement to a third party to the extent permitted by applicable law.
- 25.2. If you object to any assignment made under this Section, you may terminate this Agreement with immediate effect by providing Robinhood with written notice.
- 25.3. This Agreement shall bind your heirs, assigns, executors, successors, and legal representatives. You may not assign this Agreement or any rights or obligations under this Agreement without first obtaining Robinhood's prior written consent.

26. Amendment.

- 26.1. Robinhood may from time to time change or supplement this Agreement at any time by notifying you that the revised Agreement has been posted on the Platform or by providing a copy of it to you. The revised Agreement shall, where lawful, be effective no earlier than 30 days as of the time it is posted on the Platform or provided to you (unless we state otherwise). You will be deemed to accept and agree to the changes if you continue to use the Services after the notice period expires. You agree that any notification of amendments in the manner as aforesaid shall be sufficient notice to you, and your continued access and/or use of the Services shall constitute an affirmative acknowledgement by you of the amendments and shall be deemed to be your acceptance of the revised Agreement. If you do not agree with any such modification, you should close your Account and cease using the Services before the notice period expires.
- 26.2. Copies of the most up-to-date version of the Agreement, as well as historic versions, will be made available on the Platform at all times.
- 26.3. In the following circumstances, you may receive notice of a change to this Agreement that will have immediate effect:
 - 26.3.1. where the changes are to reflect any significant changes in applicable law or a decision by a court, regulator, or similar industry body;

- 26.3.2. to change contact details;
- 26.3.3. to correct mistakes or oversights in the Agreement (provided that any correction would not be detrimental to your rights);
- 26.3.4. to update any Disclosures in the RHEU Disclosure Library (provided that any change would not be detrimental to your rights);
- 26.3.5. to reflect reductions in costs associated with providing services to you;
- 26.3.6. to provide for the introduction of new systems, services, procedures, processes, changes in technology and products (provided that any change would not be detrimental to your rights); or
- 26.3.7. to make the Agreement more favourable to you.

27. Marketing and Promotional Programs.

- 27.1. You understand all promotions which Robinhood offers will have specific terms and conditions which apply to that promotion. Robinhood can change, or stop providing a promotion, in accordance with the terms and conditions of that promotion. Further, you understand that any such promotions may have significant limitations on eligibility or rewards.

28. Third Party Information; Educational Content.

- 28.1. Robinhood or its affiliates may make available certain content or information which may include market prices for financial instruments or crypto-assets, quotes from Market Actors, news, articles, commentary, research, links to outside websites, and other information accessible through the Platform (collectively, "Third Party Information"). Third Party Information may be prepared by third parties and independent external providers not affiliated with Robinhood or any affiliates. If Third Party Information is provided or made available to you, this does not grant you any rights over or in the Third Party Information. You may not and agree that you will not distribute, reproduce, sell, or otherwise commercially use the Third Party Information in any manner. Robinhood may terminate your access to the Third Party Information at any time.
- 28.2. Third Party Information, including any pricing and other market information that Robinhood makes available, may appear and be used with a time delay. Third Party Information is provided or made available on an "as is" and on an "as available" basis and should not be considered as any form of advice or recommendation for you or your Account. Your use of any Third Party Information is at your own risk. We do not make any warranty of any kind, express or implied, regarding the Third Party Information or the accuracy, completeness, timeliness, or otherwise of the Third Party Information.
- 28.3. Any views expressed in Third Party Information are not the views of Robinhood and its affiliates. Robinhood and its affiliates are not responsible for any third-party website or anything contained on or connected with any third-party website.

- 28.4. Robinhood may choose to provide you with educational content about financial instruments and crypto-assets. The topics covered may include general insights and research, and educational materials. This information is not tailored to individual users and is not provided based on your specific financial, investment, tax, legal or educational circumstances or needs. This information is not, is not intended to be and should not be considered financial, investment, tax, legal or trading advice or a recommendation of any kind.

29. Force Majeure.

- 29.1. Robinhood will not be liable for any losses you may suffer directly or indirectly because of or resulting directly or indirectly from anything beyond Robinhood's reasonable control to prevent, including, without limitation, war, insurrection, riots, civil or military conflict, sabotage, acts of terrorism, labour unrest, strike, lock-out, earthquakes, hurricanes, fire, water damage, acts of God, accident, explosion, mechanical breakdown, failure of interconnecting and operating systems, computer viruses, cyber attack, forces of nature, disease, epidemics or pandemics, labour disputes, and armed conflicts, computer or system failure, failure or malfunction of equipment, communications, or media, interruption of power supplies, any change of law, currency restrictions, devaluations and exchange rate fluctuations, market conditions or infrastructure affecting the execution or settlement of transactions or the value of assets, or the failure of a relevant exchange, counterparty, clearing house, broker, banker or custodian to perform for any reason.

30. Governing Law and Dispute Resolution

- 30.1. The construction, validity, and performance of this Agreement, as well as any rights, obligations, claims, or disputes arising from it, shall be governed in all respects by the laws of the Republic of Lithuania, without recourse to conflict of laws rules, regardless of the venue or jurisdiction in which a dispute arises. Legal action under the terms of this Agreement can be brought in the courts of the Republic of Lithuania or in the courts of your residence country.

31. Event of Death.

- 31.1. It is agreed that in the event of your death, the representative of your estate shall, within a reasonable timeframe, give Robinhood written notice of your death, and Robinhood may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict transactions in your Account as Robinhood may deem advisable to protect themselves, respectively, against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of your death, all open orders shall be cancelled, but Robinhood shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, Robinhood may in their discretion close out your Account in accordance with the terms of this Agreement without awaiting the appointment of a personal representative for your estate and without demand upon or notice to any such personal representative. Your estate shall be liable for any net debit balance or loss in your Account in any way resulting from the completion of transactions initiated prior to the receipt by Robinhood of the written notice of the death of the decedent or incurred in the

liquidation of the Account and for all other obligations pursuant to this Agreement. Such notice shall not affect Robinhood's rights under this Agreement to take any action that they could have taken if you had not died.

32. Inactive and Dormant Accounts

- 32.1. If your Account is inactive or dormant for more than 2 years, you understand and acknowledge that Robinhood shall have the right to unilaterally terminate this Agreement and close your Account following the provisions set forth in Section 21.

33. Customer Feedback; Customer Complaints; Customer Service

- 33.1. Please refer to the Robinhood's [Complaints Handling Process](#) in the RHEU Disclosure Library for an explanation of our complaints handling process. Robinhood takes complaints seriously and has established procedures, in accordance with the BoL's requirements for complaint consideration and handling, to ensure that complaints are dealt with fairly and promptly. No charge will be made for the submission or handling of a complaint.
- 33.2. If you have any feedback or questions, please contact us directly via: (i) the "support" section within the mobile-app; (ii) the customer support section of our website at <https://robinhood.com/eu/en/support/articles/crypto-support/>; and (iii) email at cryptoeussupport@robinhood.com.

34. Important Information Provided on the RHEU Disclosure Library

- 34.1. You expressly consent and agree that we may provide certain information to you by way of a durable medium other than paper (such as by way of the RHEU Disclosure Library or within the App).
- 34.2. You expressly consent and agree that we may provide certain information not personally addressed to you by way of our website or such other website as you are notified of by us from time-to-time.

35. Miscellaneous.

- 35.1. The heading of each provision in this Agreement is for descriptive purposes only and will not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The word "or," when used in this Agreement, has the inclusive meaning represented by the phrase "and/or." Unless the context of this Agreement otherwise requires, words using the singular or plural number also include the plural or singular number, respectively. References to any law shall be deemed to refer to such law as

amended from time to time and to any rules or regulations promulgated thereunder. Any references to “days” in this Agreement are calendar days unless indicated otherwise.

- 35.2. If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect.
- 35.3. Robinhood's failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on such entities' parts to exercise any power or right given to them in this Agreement, or a continued course of such conduct on either of these entities' parts, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to Robinhood in this Agreement are cumulative and not exclusive of any other rights or remedies to which either or both such entity is entitled.
- 35.4. The products and Services described on the Robinhood Platform are offered only in jurisdictions where they may be legally offered. Neither the Website nor the App shall be considered a solicitation for or offering of any investment product, investment or ancillary service, or crypto-asset service to any person in any jurisdiction where such solicitation or offering would be illegal.

Schedule A: Reception and Execution of Orders for Crypto-Assets

This Schedule A to the Agreement sets out the specific terms that will apply to you when you trade crypto-assets on the Platform. The terms in this Schedule A apply to you **in addition** to the general terms and conditions set forth in the Agreement. Capitalised words in this Schedule A will have the same meaning which are given to those word in the Agreement. If a term of this Schedule A conflicts with or differs from a term in the Agreement, this Schedule A will apply.

1. Reception and Execution of Orders for Crypto-Assets

- 1.1. As part of our Services, you can buy and sell crypto-assets through the Platform. The crypto-assets we offer for trading may change from time to time. You can see the current list of crypto-assets available to trade on the Platform by visiting this [Help Center](#) article.
- 1.2. Your orders to buy or sell crypto-assets which you place with us may be executed by Robinhood as a broker using a liquidity provider or market-maker which is not considered as trading platform under MiCA Regulation. Such method of order execution is known as 'execution outside a trading platform' and it may expose you to heightened market risks, including liquidity risk, volatility risk, and increased slippage risk. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU CONSENT TO THE EXECUTION OF YOUR ORDERS OUTSIDE A TRADING PLATFORM, AS DESCRIBED IN THIS CLAUSE.
- 1.3. Robinhood may in its sole discretion terminate support for any particular crypto-asset. If you do not sell such crypto-asset before Robinhood terminates its support for such crypto-asset, then Robinhood may, in its discretion, arrange for any such crypto-assets held in your Account to be liquidated at current market prices and arrange for any proceeds, minus transaction costs for such liquidation to be transferred to one of your linked payment accounts.
- 1.4. You acknowledge and understand that there are substantial risks involved in trading and holding crypto-assets. By using the Services to trade crypto-assets, you agree you have read and understand crypto-asset risk disclosures set forth in [Crypto Asset Risk Disclosure](#) located in the RHE Disclosure Library.

2. Order Types

- 2.1. You may give Robinhood instructions to buy or sell crypto-assets by electronic means using the Platform. You are responsible for all orders entered on the Platform, where the platform has been accessed using your username and password, except in cases of Robinhood's negligence, fraud, or willful default, or where Robinhood is responsible under applicable law.
- 2.2. Robinhood allows the following types of crypto-asset orders to be placed on the Robinhood Platform:
 - 2.2.1. **Buy and Sell Orders.** Buy and Sell orders may be submitted either in Euro amounts or in crypto-asset amounts. You understand that Robinhood does not currently support sending traditional market buy order and sell orders and that

Robinhood collars all market buy orders by using limit orders priced up to 1% above the last ask price, and collars all market sell orders by using limit orders priced up to 5% below the last bid price. You will not know the execution price of an order before the order is executed. If you place a market order, you agree to pay or receive the prevailing market price at the time your market order is executed, subject to the specific clarification above relating to buy and sell orders. You understand that the execution price may be significantly higher or lower than anticipated at the time you placed the order. You agree that Robinhood is not liable for any price fluctuations.

- 2.2.2. **Limit Orders.** To avoid buying a crypto-asset at a higher price than you anticipated or selling a crypto-asset at a lower price than you anticipated, you have the option to enter a limit order for that order. Limit orders may not be executed within a particular period of time, or at all, if there is not sufficient trading at or better than the limit price you specify, and limit orders are subject to any applicable time-in-force restrictions. A limit order may be designated as “good till cancelled” which means the order remains valid until (A) it is executed, (B) you cancel the order, or (C) 90 days from when the order is placed.
- 2.3. You can view instructions on how to place orders in this [Help Center](#) article.
- 2.4. When a trade order is entered, the notional Euro value of the purchase, or quantity of crypto-assets of the sale, will be deducted from the available balance in your Account along with any associated fees for such order. An additional reserve may be deducted for market orders to protect against market movement. Deducted value may be returned to your Account if the trade order expires, is cancelled, or the executed value is less than the amount deducted.
- 2.5. If you do not understand the order types and limitations applicable to the Platform and your Account, please request further assistance, or take independent advice. Please do not place any orders if you do not understand these order types and limitations.
- 2.6. You understand that all orders for the purchase of crypto-assets given for your Account will be executed in reliance on your promise that an actual purchase is intended, and that Robinhood reserves the right to require full payment in cleared funds prior to the acceptance of any order. You understand that you are not permitted to place a crypto-asset buy order with Robinhood, unless you have enough funds available in your Account to satisfy your order. You further understand that you are not permitted to place a crypto-asset sell order with Robinhood unless you have enough crypto-assets available in your Account to satisfy your order.
- 2.7. You agree that it is your responsibility to cancel any order that you do not want to be filled. You understand that you may not be able to cancel an order prior to its filling, that an order cannot be cancelled or reversed once it is filled, and that Robinhood is not liable to you for the completion of an order after you have submitted a cancellation request. You acknowledge and agree that, as a result of the fact that transactions in crypto-assets are not reversible once they have been initiated and due to the fluctuating nature of prices of crypto-assets, you will not have any right of withdrawal from a crypto-asset order once that order has been executed on the Platform, whether under this Agreement, or under law or regulation.

- 2.8. You understand that any order for crypto-asset placed through the Services that is subsequently filled will result in your Account being promptly credited the amount of such crypto-asset. You understand you can view your balance of crypto-assets in your Account on the Platform.
- 2.9. You agree and understand that Robinhood does not guarantee that any order that you place will be filled. You agree that Robinhood will have no obligation to execute a trade order that conflicts with applicable law or this Agreement. You further agree and understand that Robinhood reserves the right to cancel any order or part of an order if such order was placed during a scheduled or unscheduled Robinhood downtime or is nonmarketable. Further, you understand that Robinhood may implement certain risk controls to assist in minimising adverse market impact. This may result in your order being queued and/or cancelled.
- 2.10. You understand that the method, counterparty, liquidity provider or market-maker used for the execution of any order that you place shall be determined by Robinhood in its sole good faith discretion.
- 2.11. If at any time trading on the underlying market is suspended in any crypto-asset that forms the subject of your order, then the applicable order will also be suspended and you will not be able to sell any crypto-asset we hold on your behalf until such suspension is terminated and trading recommences.
- 2.12. The Platform contains further information regarding order types and limitations, which you agree to read and understand before placing orders.

3. Fees and Costs

- 3.1. Please refer to Section 10 of the Agreement for more information on fees and costs which apply to all transactions on the Platform.
- 3.2. If you sell crypto-assets, the consideration for the transaction, less commission and all applicable charges and taxes, will be available on your Account for reinvestment or to withdraw it from your Account once the transaction has settled.

4. Best Execution

- 4.1. Robinhood will take all sufficient steps to obtain best execution of your orders reasonably available in accordance with its best execution obligations under applicable law and in accordance with our Order Execution Policy, a summary of which can be found in the RHEU Disclosure Library.
- 4.2. The Order Execution Policy outlines the procedures we follow and requirements we comply with to ensure that your orders are executed in a way that achieves the best possible result for you in terms of price, costs, speed, likelihood of execution and other relevant considerations. This obligation will not apply if we execute the order following specific instructions given by you when you submit or confirm the order.

- 4.3. When you accept the terms of the Agreement, you confirm that you have familiarized yourself with and consent to the Summary of Order Execution Policy. If there are any significant changes to our Summary of Order Execution Policy, we will notify you immediately via the Platform after such changes come into effect. For the avoidance of doubt, any changes to our Summary of Order Execution Policy will not be considered an amendment to the Agreement under Section 26 of the Agreement.

5. Limitation of Liability

- 5.1. Please refer to Section 18 of the Agreement for information on the general limitations of liability when you use our Services to trade crypto-assets.

6. Risks

- 6.1. You acknowledge and agree that trading, holding, and staking crypto-assets involves significant risk and may result in substantial financial losses. Trading crypto-assets is not suitable for all investors and should only be undertaken by those who fully understand the nature of the products and the extent of their exposure to risk.
- 6.2. By using our Services, you confirm you have read, understood and accept the risks associated with trading and holding crypto-assets as outlined in the [Crypto Asset Risk Disclosure](#) located in the RHE Disclosure Library.

Schedule B: Custody and Administration of Crypto-Assets

This Schedule B to the Agreement sets out the specific terms that will apply to you when you hold your crypto-assets with us. The terms in this Schedule B apply to you **in addition** to the general terms and conditions set forth in the Agreement. Capitalised words in this Schedule B will have the same meaning which are given to those words in the Agreement. If a term of this Schedule B conflicts with or differs from a term in the Agreement, this Schedule B will apply.

1. Custody and Administration Services

- 1.1. We provide you with custody and administration services for crypto-assets in connection with your use of the Account ("Custody Service"). The Custody Service allows you to securely store your crypto-assets with us once you purchase crypto-assets on the Platform or otherwise receive crypto-assets to your Account.
- 1.2. Robinhood acts as custodian for the crypto-assets held in your Account, and Robinhood will hold your crypto-assets through one or more omnibus wallets along with the crypto-assets of our other customers. You agree that your crypto-assets will be commingled and treated as fungible with the crypto-assets owned by other Robinhood customers. You agree that we will keep a record of crypto-assets credited to your Account and held in the omnibus wallet based on the amount of each type of crypto-asset that is reflected in your Account, and that you do not have rights to any specific crypto-asset or crypto-asset wallet address or private keys. These omnibus wallets are separate from any of our own corporate wallets. This ensures that your crypto-assets are kept distinct from any assets owned by us.
- 1.3. Please refer to Section 21 of the Agreement for more information on return of crypto-assets in the event of termination of your Account. Your crypto-assets can be withdrawn at any time pursuant to a Send Transaction, subject to any limitations set forth in Schedule C or the Agreement.
- 1.4. You can view your Account's balance and manage your crypto-assets at any time via the Platform.

2. Security Systems and Measures

- 2.1. In order to ensure the security of your crypto-assets, we implement the following security systems and measures:
 - 2.1.1. segregated omnibus wallets, which we use to store the crypto-assets of Robinhood customers, consist of both cold and hot storage. Cold wallets are offline and provide enhanced security, ensuring that crypto-assets are stored in a way that minimizes exposure to hacking or unauthorized access. Hot wallets are used for daily transactions, offering quick access to custodied crypto-assets when required by our customers, while still maintaining a high level of security. Majority of crypto-assets custodied by us are stored in cold wallets;

- 2.1.2. your crypto-assets are always kept separate from our own crypto-assets at any time. As such, we: (i) do not store our own crypto-assets within the segregated omnibus wallets (except for small company-owned amounts for transaction fees, e.g., gas fees for blockchain transfers); (ii) we distinguish between our own crypto-assets wallets and the client omnibus wallets;
 - 2.1.3. we maintain accurate and up-to-date records of all crypto-assets held and administered on your behalf, and continuously perform crypto-assets reconciliation process held under custody;
 - 2.1.4. our Platform incorporates advanced information and communication technology systems to ensure security;
 - 2.1.5. to protect against external threats and internal misuse, we employ advanced security technologies including multi-party computation wallets roles-based access control, change management protocols and continuous monitoring of our digital infrastructure for signs of unauthorized access.
- 2.2. You understand and acknowledge that Robinhood does not own or control the software, protocols, or databases underlying the crypto-asset networks and other digital asset networks and that you make no guarantees regarding the security, functionality, or availability of such networks. In general, the underlying software, protocols, and databases are public and open source and anyone can use, copy, modify, and distribute them. You agree and understand that: (i) we are not responsible for the operation of the underlying protocols, and (ii) we make no guarantees regarding their security, functionality, or availability.

3. Fees and Costs

- 3.1. Please refer to Section 10 of the Agreement for more information on fees and costs which apply to the Custody Service.

4. Register of Positions

- 4.1. We maintain a register of positions concerning your crypto-assets under custody which corresponds to your rights to the crypto-assets ("Register of Positions").
- 4.2. Any changes in your positions of crypto-assets (i.e. every transfer or order resulting in a movement of your crypto-assets) are duly recorded in the Register of Positions as soon as practicable after the relevant change occurs.

5. Title and Rights to Crypto-assets

- 5.1. Title to crypto-assets in your Account shall at all times remain with you and shall not transfer to Robinhood or any affiliate. As the owner of crypto-assets in your Account, you bear all risk of loss of value of such crypto-assets and Robinhood shall have no liability for fluctuations in the fiat currency value of crypto-assets held in your Account. You may request Send Transactions of your crypto-assets at any time, subject to the terms provided

in Schedule C. The ownership and control of your crypto-assets remain with you, and we are only responsible for holding and securing those crypto-assets on your behalf.

- 5.2. Robinhood will segregate on its books and records all customer crypto-assets from the proprietary property of Robinhood. The ownership of all of your crypto-assets will be clearly recorded on our books and records as belonging to you. Robinhood will act as a custodian with respect to crypto-assets held in your Account and will not lend, pledge, or hypothecate your crypto-assets without your consent. Robinhood will not use customer crypto-assets to secure or guarantee an obligation of, or extend credit to, Robinhood.
- 5.3. We facilitate the exercise of the rights attached to your crypto-assets where applicable. Any event that creates or modifies your rights is immediately reflected in your Register of Positions.
- 5.4. Where there are changes to the underlying distributed ledger technology or any other event likely to create or modify your rights to crypto-assets, you will be entitled to any crypto-assets or any rights newly created on the basis and to the extent of your positions in crypto-assets held at the time of the occurrence of that change or event, except when this Schedule B or the Agreement provides otherwise.

6. Statements of Positions

- 6.1. We will provide you with periodic statements of the crypto-assets under our custody held on your behalf as set forth in Section 12 of the Agreement at least once every calendar quarter.
- 6.2. In addition to the account statements, we offer continuous, real-time tracking of your crypto-assets' positions via the Platform, where you can see detailed and up-to-date information.

7. Liability for the Loss of Crypto-Assets under Custody

- 7.1. Please refer to Section 18 of the Agreement for information on the general limitations of our liability when you use the Custody Service, and in particular Section 18.5.

8. Forks

- 8.1. You understand and acknowledge that third parties may from time to time create a copy of a crypto-asset network and then implement changes in operating rules or other features ("Forks") that may result in more than one version (each, a "Forked Network"), and that such Forks may materially affect the value of the crypto-assets or other digital assets you hold. In the event of a Fork, you agree and understand that Robinhood may temporarily suspend the Services with respect to trading crypto-assets without advance notice to you while Robinhood determines in its sole discretion which Forked Networks to support.
- 8.2. You agree and understand that Robinhood may determine, in its sole discretion, not to support a Forked Network and that you have no right, claim, or other privilege to any crypto-asset or other digital asset on such unsupported network ("Forked Assets"). You understand and agree that Robinhood may, in its sole discretion, determine the approach

to such Forked Assets, which approach may include abandoning or otherwise electing not to support such Forked Assets as part of the Services.

- 8.3. You acknowledge and accept the risks of operating changes to crypto-asset protocols and agree that Robinhood is not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules. You acknowledge and accept that Robinhood has sole discretion to determine its response to any operating change and that we have no responsibility to assist you with unsupported crypto-assets or protocols. You further acknowledge and accept that Robinhood has no responsibility to support new Forked Networks or operating changes for crypto-assets.

9. Custody Policy

- 9.1. Robinhood's custody policy is specified in the Description of the Measures Taken for the Safeguarding of Customers' Assets which, among other things, sets out the principles and procedures governing the custody and administration of crypto-assets entrusted to us. It outlines the measures we take to ensure the security, segregation, and integrity of your crypto-assets.
- 9.2. The summary of the Description of the [Measures Taken for the Safeguarding of Customers' Assets](#) can be found in the RHEU Disclosure Library. There you will find the key information on how your crypto-assets are held and protected while under our custody, as well as how we minimise the risk of a loss of your crypto-assets.

Schedule C: Crypto Transfers Services

This Schedule C to the Agreement sets out the specific terms that will apply to you in case you transfer your crypto-assets to and from external wallets through our Services. The terms in this Schedule C apply to you **in addition** to the general terms and conditions set forth in the Agreement. Capitalised words in this Schedule C will have the same meaning which are given to those word in the Agreement. If a term of this Schedule C conflicts with or differs from a term in the Agreement, this Schedule C will apply.

1. Crypto Transfer Services; Crypto Transfer Services Enrolment

- 1.1. By enrolling in Crypto Transfer Services, you may transfer crypto-assets from external crypto-asset wallets to your Account (“Receive Transactions” or “Receive”) or from your Account to external crypto-asset wallets (“Send Transactions” or “Send” and together with Receive Transactions, “Crypto Transfers”).
- 1.2. Crypto Transfers are processed 24/7/365, subject to network availability or service disruptions. Robinhood does not have a set cut-off time for Crypto Transfers. The execution of the Crypto Transfer depends on the underlying crypto-asset network, as described in Section 4 of this Schedule C.
- 1.3. The crypto-assets we offer for Crypto Transfer Services may change from time to time. You can see the current list of crypto-assets available to transfer by visiting this [Help Center](#) article.
- 1.4. You understand enrollment in Crypto Transfer Services may require additional requirements, including enabling multi-factor authentication using a compatible third-party authenticator application (the “Enrollment Requirements”). If your enrollment is deactivated, you understand that you may need to complete the Enrollment Requirements again to enable Send and Receive functionality.
- 1.5. Please refer to Schedule B for more information on custody of crypto-assets on the Platform.
- 1.6. In the course of a Crypto Transfer, Robinhood is obliged to request certain information from you in order to comply with applicable AML/CTF laws (e.g. name and address of originator or beneficiary, wallet address, etc.). If you do not provide the requested information or if Robinhood considers the information provided to be inadequate/insufficient, Robinhood may decline your respective Crypto Transfer request.
- 1.7. Additional information regarding the availability, limitations, and terms of Crypto Transfers is provided in the Summary of Transfers Policy in the RHEU Disclosure Library.

2. Receive Transactions

- 2.1. You may request that Robinhood provide you a Robinhood wallet address (the “Receiving Wallet Address”) to which you may transfer crypto-assets from your external crypto-asset wallet to your Account. Receive Transactions will be credited to your Account subject to internal risk and compliance checks and once the transaction has received the required

number network confirmations, which Robinhood shall determine in its sole discretion. You understand that the amount of crypto-asset credited to your Account following a Receive Transaction will be net of any network fees you have paid to facilitate the transaction and that, until the crypto-asset has been credited to your Account, it will not be available for use in your Account.

- 2.2. You can find instructions on how to submit a Receive Transaction in this [Help Center](#) article.
- 2.3. You recognize that you are solely responsible for confirming the accuracy of the information required to initiate Receive Transactions, including ensuring that you are transferring supported crypto-asset to your Account, that you have correctly input the Receiving Wallet Address and any memo and/or destination tag (if applicable) for such Receiving Wallet Address, and that the Receive Transaction otherwise conforms to the requirements of the applicable Receiving Wallet Address.
- 2.4. You understand that Receive Transactions cannot be reversed once they have been broadcast to the applicable crypto-asset network, and **you agree that Robinhood will not be liable to you in the event you attempt to transfer unsupported crypto-asset to your Account, input the Receiving Wallet Address incorrectly and/or fail to include the tag, memo and destination (if applicable) for such Receiving Wallet Address, or you attempt to send supported crypto-asset to an incompatible Receiving Wallet Address.** You further understand and agree that any erroneously sent, unsupported crypto-asset may be lost to you and that Robinhood is not liable to you for such loss, nor has any duty or obligation to attempt to retrieve unsupported crypto-asset on your behalf. Without limiting the foregoing, you understand and agree that Robinhood may, in its sole discretion, liquidate any erroneously sent crypto-assets into fiat currency and that Robinhood is not liable for any loss incurred for such liquidation.
- 2.5. You understand and agree that Robinhood, in its sole discretion, may cancel or refuse to process any Receive Transaction that has not been credited to your Account as required by law, regulation, court, or any other regulatory authority to which Robinhood is subject. Robinhood may also refuse to process a Receive Transaction in the event you fail to provide any required information under Section 1.6 of this Schedule C.

3. Send Transactions

- 3.1. You may initiate Send Transactions executed by Robinhood at your direction to an external wallet address (the "Recipient Wallet Address"). You understand that the amount of crypto-asset credited to the Recipient Wallet Address following a Send Transaction will be net of any network fees to facilitate the transaction (as further described in Section 4 of this Schedule C). Send Transactions will be recognized by Robinhood, and your Account balance will be updated accordingly, once the transaction has been successfully submitted to the relevant crypto-asset network.
- 3.2. You can find instructions on how to submit a Send Transaction in this [Help Center](#) article. You understand and agree that you are solely responsible for confirming the accuracy of the information required to initiate Send Transactions, including ensuring that the Recipient

Wallet Address and other required information is correct and that the Recipient Wallet Address supports the crypto-asset you are sending to it.

- 3.3. You understand that Send Transactions cannot be reversed once they have been broadcast to the applicable crypto-asset network and that failing to verify the accuracy or compatibility of the Recipient Wallet Address may result in your transaction not being completed or being received by an unintended party. **You understand and agree that Robinhood will not be liable to you for Send Transactions you direct to an incorrect wallet address and/or you fail to include the tag, memo and destination (if applicable) and that Robinhood has no duty or obligation to attempt to retrieve crypto-asset that has been sent to unintended recipients or that was otherwise not received by the Recipient Wallet Address based upon your error.**
- 3.4. You further understand that Robinhood considers Send Transactions complete and final once they have been submitted to the applicable crypto-asset network and therefore Robinhood is not liable to you for any delays, failures to process or failures to receive crypto-asset associated with a Send Transaction after it has been successfully submitted.
- 3.5. You further understand and acknowledge that Robinhood may refuse to process or may cancel pending Send Transactions in its sole discretion, and/or as required by law, regulation, courts or any other regulatory authority to which Robinhood is subject, if: (i) the Recipient Wallet Address, other identifier or mandatory information, if required, entered by you in the order is not valid; (ii) we are obliged to do so under our internal compliance guidelines and procedures or applicable law; (iii) the crypto-assets balance in your Account is insufficient to cover the Send Transaction amount and applicable network fees; or (iv) the Send Transaction would exceed any applicable limits applied to your Account in accordance with Section 6.1 of this Schedule C. Robinhood may also refuse to process a Send Transaction in the event you fail to provide any required information under Section 1.6 of this Schedule C.
- 3.6. In the case your Send Transaction has been rejected or suspended, Robinhood will inform you of the reason, unless prohibited by applicable law.
- 3.7. Network fees are generally non-refundable once the Send Transaction is transmitted to the applicable crypto-asset network.

4. Network Fees

- 4.1. Please refer to Section 10 of the Agreement for more information on fees and costs which apply to all transactions on the Platform.
- 4.2. Although Robinhood does not charge fees for Send or Receive Transactions, each crypto-asset network may charge network or miner's fees in order to process Send Transactions and Receive Transactions on the relevant crypto-asset network. In advance of initiating a Send Transaction, Robinhood will provide you an estimate of the network fees required for the relevant crypto-asset network to process your transaction within a reasonable amount of time, as determined solely by Robinhood (the "Estimated Network Fees").
- 4.3. You understand that the Estimated Network Fees may vary depending on network congestion or other network issues, which are outside of Robinhood's control. You

understand that you are responsible for paying the Estimated Network Fees in connection with any Send Transaction. You further understand that you are responsible for paying any network fees associated with Receive Transactions and that the amount credited to your Account following the completion of a Receive Transaction will also be net of any network fees paid to facilitate the transaction.

5. Network Confirmations

- 5.1. You understand and acknowledge that any Crypto Transfer is executed through the relevant crypto-asset network or blockchain protocol, and Robinhood does not own or control the software, protocols, or databases underlying such crypto-asset networks. If a crypto-asset network is not operative at the time of the Crypto Transfer, execution is not possible.
- 5.2. A Crypto Transfer is deemed executed once the number of block confirmations required by the applicable crypto-asset network for such crypto-asset is reached. The number of confirmations needed vary depending on the applicable network conditions and the specific crypto-asset being transferred. Each crypto-asset network defines the maximum execution times until a Crypto Transfer must be included in a new block confirmation, which are outside of Robinhood's control. You can view information about current confirmation times for the relevant crypto-asset networks in this [Help Center](#) article.
- 5.3. You understand that, once a Crypto Transfer is submitted to a crypto-asset network, the transaction will be unconfirmed and remain in a pending state for a period of time sufficient to allow confirmation of the transaction by such crypto-asset network. A Crypto Transfer is not complete while it is in a pending state. Once the Crypto Transfer is visible on an external crypto-asset network, it is final and cannot be undone.

6. Restrictions and Transaction Limits

- 6.1. From time-to-time Robinhood may impose limits on the amount of crypto-asset that you may Send or Receive in a single transfer or over the course of a set time period ("Transaction Limits").
- 6.2. You understand that Robinhood: (i) will make best efforts to provide notice of these Transaction Limits via the Platform or other modes of communication, but Robinhood has no obligation to directly inform you in advance of imposing any such Transaction Limits or modifications thereto; (ii) may impose specific Transaction Limits upon you in light of restrictions imposed on your Account; and (iii) may do so without prior notice to you. You further understand that you are solely responsible for ensuring that your Account is in good standing prior to seeking to initiate any Send or Receive Transaction.

7. Limitation of Liability

- 7.1. If you have reasons to suspect that there was an unauthorized or incorrectly initiated Crypto Transfer, you need to report this as soon as possible to Robinhood. Please refer to Section 12 of the Agreement for more information on your obligations to review all Crypto Transfer confirmations.

- 7.2. Please refer to Section 18 of the Agreement for information on the general limitations of liability when you use our Crypto Transfer Services.

8. Information on Individual Transactions

- 8.1. Robinhood will inform you of your Crypto Transfer status by sending emails, push notifications or in-app notifications.
- 8.2. Information regarding Crypto Transfers is also available to you via the Platform and in each Statement of Positions as described in Section 6 of Schedule B free-of-charge.

Schedule D: Staking Services

This Schedule D to the Agreement sets out the specific terms that will apply to your use of the Staking Services. The terms in this Schedule D apply to you **in addition** to the general terms and conditions set forth in the Agreement. Capitalised words in this Schedule D will have the same meaning which are given to those words in the Agreement. If a term of this Schedule D conflicts with or differs from a term in the Agreement, this Schedule D will apply.

Further, the Staking Services are considered as ancillary to Custody Service. Therefore, the terms provided in Schedule B apply to you when you use the Staking Services, and Robinhood ensures its obligations specified in Schedule B when providing the Staking Services, including maintaining segregation of customer crypto-assets from Robinhood's own crypto-assets at all times and implementing security systems and measures aimed at minimizing the risk of loss, theft, or unauthorized access to your crypto-assets, as set out in Schedule B.

1. Staking Services

- 1.1. When you buy or hold one of the crypto-assets with a proof-of-stake consensus mechanism on Robinhood, you may be given the option to "stake" these assets in a third-party proof of stake network via staking services provided by Robinhood, one or more of its affiliates, or a third-party service provider (such services, "Staking Services").
- 1.2. In order to use the Staking Services, you must explicitly opt-in by selecting the eligible crypto-asset to stake from your Account. The use of Staking Services affects your ability to access the staked crypto-assets, as they may be locked or otherwise unavailable for the staking period. Not all crypto-assets in your Account can be staked.
- 1.3. You retain ownership of the staked crypto-asset and such staked crypto-asset shall remain property of you when staked under the terms set forth in this Schedule D.

2. Earning Staking Rewards

- 2.1. If you choose to use the Staking Service to stake your crypto-assets, Robinhood, or one of its affiliates or a third party, will facilitate the staking of those crypto-assets on your behalf by acting as a transaction validator on the applicable network for the crypto-asset you choose to stake. You may request to unstake your crypto-asset at any time as described below in Section 4 of this Schedule D.
- 2.2. If Robinhood or an affiliate or a third party successfully validates a block of transactions in that staked crypto-asset, you may receive a reward granted by that crypto-asset's network ("Staking Rewards"). Staking Rewards are determined by each individual protocol of the applicable network. For the avoidance of doubt, Staking Rewards are not earned until distributed to your Robinhood Account.
- 2.3. Staking Rewards will be credited to your Account on a weekly basis by taking into account the amount of your staked crypto-asset. Robinhood will credit your Account for any earned Staking Rewards after receipt by Robinhood, minus a fee payable to Robinhood and/or third-party service providers. The current fee(s) for staking each crypto-asset can be found in the [Fee Schedule](#) in the RHEU Disclosure Library. Robinhood may also offer lower fees

for certain crypto-assets on a promotional basis, and these promotional fees may differ among Robinhood users. You will be notified if you receive a promotional fee offer. Please refer to Section 10 of the Agreement for more information on fees and costs which apply to all transactions on the Platform.

2.4. Estimated and Variable Staking Rewards Rate. Unless otherwise specified, the “Staking Rewards Rate” or “APY” disclosed by Robinhood for a particular crypto-asset is an estimated annualized historical rate based on the staking rewards generated by the applicable protocol of the crypto-asset less Robinhood’s fee. Staking Rewards are determined by the applicable crypto-asset protocol and Robinhood does not have any control over the amount of Staking Rewards generated by the applicable protocol. YOU ACKNOWLEDGE THAT THE STAKING REWARDS RATE IS ESTIMATED, VARIABLE AND SUBJECT TO CHANGE AND Robinhood DOES NOT GUARANTEE THE STAKING REWARDS RATE.

2.5. No Guarantee of Rewards. You have no right to a reward until it is received by Robinhood on your behalf. Staking Rewards will be distributed to your Account promptly after they are received by Robinhood, except any staked assets that remain locked with the applicable crypto-asset network. Robinhood will use commercially reasonable efforts to deliver earned rewards upon receipt. While Robinhood employs measures to ensure that the Staking Services is continually accessible, Robinhood cannot guarantee uninterrupted or error-free operation of the Staking Services or that Robinhood will correct all defects or prevent third-party disruptions or unauthorized third-party access. In the event of such disruptions, any staked crypto-assets may not be generating the Staking Rewards. Robinhood DOES NOT GUARANTEE THAT YOU WILL RECEIVE ANY STAKING REWARDS.

3. Slashing

3.1. Some crypto-asset networks subject staked assets to “slashing” if the transaction validator representing those assets incorrectly validates a transaction. Robinhood will use commercially reasonable efforts to prevent any staked assets from slashing; however, in the event they are, unless otherwise provided in this Schedule D, Robinhood will promptly replace your assets at no additional cost so long as such penalties are not a result of: (i) protocol-level failures caused by bugs, maintenance, upgrades, or general failure; (ii) your acts or omissions; (iii) acts or omissions of any third party service provider; (iv) a force majeure event as defined in Section 29 of the Agreement; or (v) acts by a hacker or other malicious actor.

4. Unstaking

4.1. Some networks may impose a waiting period while staking, during which your staked assets will be restricted from transfer or sale (“Unbonding Period”). If you instruct Robinhood to unstake your staked assets, you will not have access to your assets until the expiration of any applicable Unbonding Period. Robinhood may also impose an additional waiting period in order to facilitate transfer of your assets to your Account after the expiration of any applicable Unbonding Period.

5. Liability for the Loss of Crypto-Assets used for Staking

- 5.1. When providing Staking Services, Robinhood remains liable to you for any loss of crypto-assets attributable to us as set forth in Section 18 of the Agreement, subject to any further limitations set forth in this Schedule D. For the avoidance of doubt, Robinhood shall not be liable for any losses resulting from you not being able to dispose of your assets during the Unbounding Period.

Schedule E: Tokenized Stock Derivatives Trading

This Schedule E to the Agreement sets out the specific terms that will apply to you when you trade Robinhood Stock Tokens on the Platform. The terms in this Schedule E apply to you **in addition** to the general terms and conditions set forth in the Agreement. Capitalised words in this Schedule E will have the same meaning which are given to those words in the Agreement. If a term of this Schedule E conflicts with or differs from a term in the Agreement, this Schedule E will apply.

1. Robinhood Stock Tokens

- 1.1. As part of our Services, you can buy and sell Robinhood Stock Tokens through the Platform. The Robinhood Stock Tokens we offer for trading may change from time to time. You can see the current list of Robinhood Stock Tokens available to trade on the Platform by visiting this [Help Center](#) article.
- 1.2. “Robinhood Stock Tokens” are financial derivative contracts between you and Robinhood referencing certain US publicly listed stocks and units of exchange traded funds (the “Underlying Asset”). The value of Robinhood Stock Token depends on the performance of the Underlying Asset. Additionally, as set forth in Section 5 of this Schedule E, you are entitled to the payment of any dividend or fund distribution after deduction of taxes, possible fees, and further costs arising from the Underlying Asset.
- 1.3. Your rights under the financial derivative contract are derived from the contract you have entered into with Robinhood, but are additionally represented by a blockchain token (the “Token”) issued to you by Robinhood at the time of entering into the contract. Each Token issued represents 1 share or unit in the Underlying Asset, and therefore when you enter into the derivative contract you will receive a number of Tokens that is the same as the number of shares or units that you ordered exposure to through executing the derivative contract with Robinhood. When you sell your Robinhood Stock Token and the contract is terminated, Robinhood simultaneously removes (burn) the corresponding Token. You acknowledge that the Tokens are not transferrable to external wallets, and the Tokens can only be acquired or terminated through the Platform.
- 1.4. The details regarding a Robinhood Stock Token can be found in the applicable Key Information Document (a “KID”), which is published by Robinhood in accordance Regulation (EU) No. 1286/2014 (the “PRIIPs Regulation”). You can download a KID through the Platform and through the RHEU Disclosure Library at <https://robinhood.com/eu/en/about/legal/>, and you specifically consent to the provision of KIDs through the Platform. You may request the free provision of a paper copy of the Key Information Documents by contacting us via the methods set forth in Section 33.
- 1.5. You acknowledge and understand that Robinhood Stock Tokens, as financial derivative contracts, are highly speculative financial instruments and can lead to a loss of your total invested capital. The significant risks associated with Robinhood Stock Tokens are described in detail in the applicable KID for each Robinhood Stock Token. By using the Services to trade Robinhood Stock Tokens, you agree you have read and understand Robinhood Stock Tokens Risk disclosures set forth in Description of Services, Financial Instruments and Risks, available on the RHEU Disclosure Library. In addition, please refer

to the General Risk Disclosure in the RHEU Disclosure Library for more information on the key risks of using the Services.

- 1.6. Robinhood may in its sole discretion terminate support for any particular Robinhood Stock Token. If you do not sell such Robinhood Stock Token before Robinhood terminates its support for such Robinhood Stock Token, then Robinhood may, in its discretion, arrange for any such Robinhood Stock Token held in your Account to be liquidated at current market prices and arrange for any proceeds, minus transaction costs for such liquidation to be transferred to one of your linked payment accounts.
- 1.7. You give us express consent that all Robinhood Stock Token orders will be executed by Robinhood outside of a market or exchange (i.e. outside of a regulated market, multilateral trading facility, or organised trading facility) (Over-The-Counter (OTC) trading).
- 1.8. From time to time we may be subject to requirements to report trades under applicable law, including the European Market Infrastructure Regulation No. 648/2012 on derivatives and all related delegated, supplementing or successive regulations, as amended ("**EMIR**"), Regulation No. 600/2014 ("**MIFIR**"), and other applicable rules (the "**Reportable Transactions**"). Where we or a Market Actor are subject to such reporting obligations, you irrevocably authorise us to report all of your Reportable Transactions to the applicable reporting entity or Market Actor, as may be required, and to promptly provide us with all information which we request in order to comply with our obligations or the obligations of a Market Actor. Where such reporting obligations apply, when reporting information in relation to your Reportable Transactions, we will assume - unless you notify us to the contrary - that you have not exceeded the clearing thresholds specified under EMIR.
- 1.9. We agree that, in providing you with access to the Robinhood Stock Token product, we will not require you to use additional funds from outside of the Platform in order to compensate us or anyone else for negative balances resulting from any form of forced liquidation or other similar event. The Robinhood Stock Token product is designed to ensure that you cannot generate a negative balance within your Account.

2. Order Types

- 2.1. You may give Robinhood instructions to enter into a contract to buy or sell Robinhood Stock Tokens by electronic means using the Platform. You are responsible for all orders entered on the Platform, where the platform has been accessed using your username and password, except in cases of Robinhood's negligence, fraud, or willful default, or where Robinhood is responsible under applicable law.
- 2.2. Robinhood allows the following types of Robinhood Stock Token orders to be placed on the Platform:
 - 2.2.1. **Buy or Sell Orders.** Buy or Sell orders may be submitted in Euro amounts through the Platform. You understand that all Robinhood Tokens Stocks are priced and executed in the Euros based (i) on the last US Dollar ("USD") trade price for the Underlying Asset on a Nasdaq exchange (i.e., the Nasdaq Stock Market, Nasdaq OMX BX, or Nasdaq OMX PHLX), and (ii) the applicable foreign exchange ("FX") exchange rate, as determined by Robinhood in its sole discretion. You understand that Robinhood does not currently support sending traditional market buy order

and sell orders and that Robinhood collars all orders by using limit orders priced up to 0.5% above or below the last reported trade price for the Underlying Asset on the applicable Nasdaq exchange and 0.5% above or below the quoted FX exchange rate.

- 2.2.2. You will not know the execution price, including the applicable FX exchange rate, of an order before the order is executed. If you place an order, you agree to pay or receive the prevailing market price at the time your order is executed, subject to the specific clarification above relating to buy and sell orders. Particularly during periods of high volume, illiquidity, or fast movement or volatility in the marketplace, the execution price received may differ from the indicative price provided on entry of an order, and you may receive partial executions of an order at different prices. Further, you understand that the execution price may be significantly higher or lower than anticipated at the time you placed the order. You agree that Robinhood is not liable for any price fluctuations. Further, you understand that the FX exchange rates applied may be better or worse at a given moment in time than the spot foreign exchange rates directly available from FX providers or the rate when the order is placed.
- 2.2.3. If you enter an order that is eligible for execution during the Robinhood 24 Hour Market, you understand that (1) such orders could be executed between 12 a.m. and 8 p.m. ET (6 a.m. and 2 a.m. CET) on a full trading day (i.e., Monday - Friday except for stock market holidays and half-days observed by national securities exchanges), between 12 a.m. and 5 p.m. ET (6 a.m. and 11 p.m. CET) on a half-day (i.e., a half-day observed by national securities exchanges), and between 8 p.m. and 12 a.m. ET (2 a.m. and 6 a.m. CET) (the last four hours) on the day before either a full trading day or a half-day; (2) the trade date for an order that is executed between 8 p.m. and 12 a.m. ET (2 a.m. and 6 a.m. CET) (the last four hours of a day) is the following full trading day or halfday (including for purposes of clearance, settlement, tax reporting, dividends, and other corporate actions); (3) you are responsible for the risks associated with the entry of such orders, and such risks include the risks of trading outside of U.S. regular market hours described in the [Description of Services, Financial Instruments and Risks](#) in the RHEU Disclosure Library; and (4) each such order is a “not held” order, i.e., an order with respect to which you have granted discretion with respect to the price and time of execution.
- 2.3. You can view instructions on how to place orders in this [Help Center](#) article.
- 2.4. You can purchase Robinhood Stock Tokens in fractional amounts and are not restricted to whole shares or units of the Underlying Asset. Robinhood Stock Tokens are not freely transferable and can only be acquired from Robinhood and terminated with Robinhood. Robinhood Stock Tokens contracts are indefinite.
- 2.5. When a trade order is entered, the notional Euro value of the purchase will be deducted from the available balance in your Account along with any associated fees for such order. An additional reserve may be deducted for buy and sell orders to protect against market movement. Deducted value may be returned to your Account if the order expires, is cancelled, or the executed value is less than the amount deducted.

- 2.6. If you do not understand the order types and limitations applicable to the Platform and your Account, please request further assistance, or take independent advice. Please do not place any orders if you do not understand these order types and limitations.
- 2.7. You understand that all orders to buy Robinhood Stock Tokens given for your Account will be executed in reliance on your promise that an actual purchase is intended, and that Robinhood reserves the right to require full payment in cleared funds prior to the acceptance of any order. You understand that you are not permitted to place a Robinhood Stock Token buy order with Robinhood, unless you have enough funds available in your Account to satisfy your order.
- 2.8. You agree that it is your responsibility to cancel any order that you do not want to be filled. You understand that you may not be able to cancel an order prior to its filling, that an order cannot be cancelled or reversed once it is filled, and that Robinhood is not liable to you for the completion of an order after you have submitted a cancellation request.
- 2.9. You agree and understand that Robinhood does not guarantee that any order that you place will be filled. You agree that Robinhood will have no obligation to execute a trade order that conflicts with applicable law or this Agreement. You further agree and understand that Robinhood reserves the right to cancel any order or part of an order if such order was placed during a scheduled or unscheduled Robinhood downtime or is nonmarketable. Further, you understand that Robinhood may implement certain risk controls to assist in minimising adverse market impact. This may result in your order being queued and/or cancelled.
- 2.10. If at any time trading on the underlying market for an Underlying Asset is suspended for a given Robinhood Stock Token that forms the subject of your order, or Robinhood otherwise is unable to price the Underlying Asset due to circumstances outside of its control, then you will not be able to place an order any such Robinhood Stock Token (whether a buy or a sell) until such suspension is terminated and trading recommences, or following Robinhood being able to again price the Underlying Asset.
- 2.11. The Platform contains further information regarding order types and limitations, which you agree to read and understand before placing orders.

3. Fees and Costs

- 3.1. An FX conversion fee will apply to each executed order.
- 3.2. Please refer to Section 10 of the Agreement for more information on fees and costs which apply to all transactions on the Platform.
- 3.3. If you sell a Robinhood Stock Token, the consideration for the transaction, less any commission and all applicable charges and taxes, will be available on your Account for reinvestment or to withdraw from your Account once the transaction has settled.

4. Best Execution

- 4.1. Robinhood will take all sufficient steps to obtain best execution of your orders reasonably available in accordance with its best execution obligations under applicable law and in accordance with our [Order Execution Policy](#), a summary of which can be found in the RHEU Disclosure Library.
- 4.2. The Order Execution Policy outlines the procedures we follow and requirements we comply with to ensure that your orders are executed in a way that achieves the best possible result for you in terms of price, costs, speed, likelihood of execution and other relevant considerations. This obligation will not apply if we execute the order following specific instructions given by you when you submit or confirm the order.
- 4.3. When you accept the terms of the Agreement, you confirm that you have familiarized yourself with and consent to the Summary of Order Execution Policy. If there are any significant changes to our Summary of Order Execution Policy, we will notify you immediately via the Platform after such changes come into effect. For the avoidance of doubt, any changes to our Summary of Order Execution Policy will not be considered an amendment to the Agreement under Section 26 of the Agreement.

5. Corporate Event

- 5.1. A "Corporate Event" is something which will result in a change to one or more financial instruments. Examples of Corporate Events include, but are not limited to, share consolidations, share splits, reorganisations, mergers, take-over offers (and similar), name changes and rebranding, dividend distributions, insolvency, and delistings.
- 5.2. If a Corporate Event impacts the Underlying Asset of a Robinhood Stock Token in your Account, we will act in good faith and in a commercially reasonable manner to determine the appropriate adjustment to the open positions on that Robinhood Stock Token in your Account, in a fair way and in accordance with market practice, and taking into account the treatment we may receive from our counterparties or any relevant third party and the deduction of any taxes applicable. The adjustments we carry out will depend on the circumstances of each Corporate Event, and will be made according to our sole discretion, and depending on the circumstances we may determine that no adjustment is necessary. Adjustments may include changing the price or the quantity of Robinhood Stock Token that you have in your Account to reflect the economic rights that you had prior to the Corporate Event occurring.
- 5.3. Notwithstanding Section 5.2 of this Schedule, Robinhood will allow you to participate indirectly and proportionally with respect to any dividends or distributions received by Robinhood in connection with the Underlying Asset.

6. Safeguarding of Robinhood Stock Tokens

- 6.1. Robinhood acts as custodian for all Tokens held in your Account, and Robinhood will hold your Tokens through one or more omnibus wallets along with the Tokens of our other customers. These omnibus wallets are separate from any of our own corporate wallets, and you understand and acknowledge that your Tokens will be commingled with Tokens

of our other customers. This ensures that your Tokens are kept distinct from any assets owned by us.

- 6.2. Please refer to Section 9 of the Agreement for further information on our obligations safeguarding your financial instruments, including Robinhood Stock Tokens.

7. Limitation of Liability

- 7.1. Please refer to Section 18 of the Agreement for information on the general limitations of liability when you use our Services to trade Robinhood Stock Tokens.

8. Risks

- 8.1. You acknowledge and agree that trading in derivative products, including Robinhood Stock Tokens, involves significant risk and may result in substantial financial losses. Trading derivatives is not suitable for all investors and should only be undertaken by those who fully understand the nature of the products and the extent of their exposure to risk.
- 8.2. By using our Services to trade Robinhood Stock Tokens, you confirm you have read, understood and accept the risks associated with trading such products as outlined in [Description of Services, Financial Instruments and Risks](#) available on the RHEU Disclosure Library.

Schedule F: Crypto Perpetuals Trading

This Schedule F to the Agreement sets out the specific terms that will apply to you when you trade Crypto Perpetuals on the Platform. The terms in this Schedule F apply to you **in addition** to the general terms and conditions set forth in the Agreement. Capitalised words in this Schedule F will have the same meaning which are given to those words in the Agreement. If a term of this Schedule F conflicts with or differs from a term in the Agreement, this Schedule F will apply.

1. Definitions

1.1. The following terms used in this Schedule have the meanings set forth below, unless otherwise defined herein:

1.1.1. **“Bankruptcy Price”** means a price of an open position at which such position’s is equal to zero. When calculating Bankruptcy Prices for positions under Cross Margin Mode, 100% price return correlation is assumed between different positions.

1.1.2. **“Bitstamp”** means Bitstamp Financial Services Ltd., storitve, d.o.o., an investment firm authorized to provide investment services and regulated by the Slovenian Securities Market Agency (“ATVP”).

1.1.3. **“Close-Out Margin Requirement”** means the amount of Equity at which one’s position will be fully closed at Bankruptcy Price.

1.1.4. **“Cross Margin Mode”**: a type of Margin mode where any Margin assigned to your Account counts as Margin towards all positions held by that account that are not set up under Isolated Margin Mode. Margin Requirements for different contracts do not offset.

1.1.5. **“Equity”**

1.1.5.1. For Isolated Margin Mode, “Equity” is the equal to the sum of the value of: (i) Margin assigned to the applicable position, (ii) realized profit or loss from such closed position that is not yet settled, and (iii) unrealized profit or loss from the applicable position.

1.1.5.2. For Cross Margin Mode, “Equity” is equal to the sum of the value of: (i) Margin assigned to your Account that is not assigned to Isolated Margin Mode positions, (ii) realized profit or loss from non-Isolated Margin Mode positions that were closed but are not yet settled; and (iii) unrealized profit or loss from open non-Isolated Margin Mode positions.

1.1.6. **“Exchange”** means the multilateral trading facility (an “MTF”) operated by Bitstamp.

- 1.1.7. **“Exchange Trading Rulebook”** means the Bitstamp Financial Services Ltd. MTF Trading Rulebook published and maintained by Bitstamp Financial Services Ltd., storitve, d.o.o. (“Bitstamp”). The Exchange Trading Rulebook is the set of rules, policies, and procedures governing trading activity on the Exchange. A current copy is available at <https://www.bitstamp.net/legal/financial-services/mtf-trading-rulebook/>.
- 1.1.8. **“Fair Price”** is a reference value used to determine funding payments between traders. It is determined by the Exchange in its sole discretion and is calculated based on the average of spot market prices from various exchanges, aiming to reflect the true market value of the applicable Underlying Crypto-Asset.
- 1.1.9. **“Initial Margin Requirement”** means the amount of Equity that is required, if one wishes to open a new position or to increase an existing one.
- 1.1.10. **“Isolated Margin Mode”**: a type of Margin where your Margin is assigned to a specific Crypto Perpetual position only and any Margin Requirements are calculated only in respect of that specific position.
- 1.1.11. **“Insurance Fund”** means the fund established by the Exchange that is used to cover losses in accordance with Section 9 of this Schedule F and Rules 18.8, 18.10 and 18.11 of the Exchange Trading Rulebook.
- 1.1.12. **“Liquidity Provider”** means a member of the Exchange who is willing to close an Affected Position.
- 1.1.13. **“Margin”** means the funds or assets required to be posted for opening and maintaining positions in Crypto Perpetuals.
- 1.1.14. **“Margin Requirements”** means are Initial Margin Requirement, Maintenance Margin Requirement and Close-Out Requirement. Margin Requirements are published on the Platform from time to time and are published in this Help Center article.
- 1.1.15. **“Maintenance Margin Requirements”** means the amount of Equity that is required at all times to maintain an existing position. If Equity falls below this amount a position starts getting liquidated in accordance with Section 9 of this Schedule F.
- 1.1.16. **“Relevant Index Price”** refers to the index representing the price of the Underlying Crypto-Asset for a given Crypto Perpetual. It is based on pricing data from an index provider or, if necessary, from selected third-party trading venues. The Relevant Index is used to determine the applicable Funding Rate.
- 1.1.17. **“Socialized Losses Process”** means the process described in Section 9.11 of this Schedule F and the Rule 18.11 of the Exchange Trading Rulebook.

2. Crypto Perpetuals

- 2.1. As part of our Services, Robinhood facilitates trading of Crypto Perpetuals (defined below) by routing your orders to the Exchange. You hereby appoint us as your agent to act on your behalf to procure the execution of your orders on the Exchange. Any Crypto Perpetuals entered into by you as part of the Services will be executed on the Exchange on an agency basis, either directly by us or via a third party member of the Exchange to whom we transmit your order and will constitute a bilateral contract between you and the counterparty. We will not be a counterparty to any Crypto Perpetuals. All Crypto Perpetuals that you enter into will be initiated and managed by you through the Platform. The Crypto Perpetuals available for trading on the Platform change from time to time. You can see the current list of Crypto Perpetuals to trade on the Platform by visiting this [Help Center](#) article.
- 2.2. A “Crypto Perpetual” is a cash-settled futures contract without a fixed expiry date that references an underlying crypto-asset (the “Underlying Crypto-Asset”). As the contract is cash-settled, there is no right or obligation to actual delivery of the Underlying Crypto-Asset and any profits and losses (including Funding Rate Payments) accrue and are settled in the second asset listed in the financial instrument name (the “Quote Asset”, e.g., for a BTCUSD Crypto Perpetual, this is USD).
- 2.3. The main obligation under each Crypto Perpetual is the purchase and sale of the Underlying Crypto-Asset at the termination of the contract.
- 2.4. Robinhood may in its sole discretion terminate support for any particular Crypto Perpetuals. If you do not close your position in such Crypto Perpetuals before Robinhood terminates its support for such Crypto Perpetuals, then Robinhood may, in its discretion, arrange for any such Crypto Perpetuals position your Account to be closed at current market prices and arrange for any proceeds, minus transaction costs for such closure or liquidation to be transferred to your linked payment accounts.
- 2.5. The details regarding a specific Crypto Perpetual can be found in the applicable Key Information Document (a “KID”), which is published by Robinhood in accordance the “PRIIPs Regulation”. You can download a KID through the Platform at <https://robinhood.com/eu/en/about/legal/> and you specifically consent to the provision of KIDs through the Platform. You may request the free provision of a paper copy of the Key Information Documents by contacting us via the methods set forth in Section 33.
- 2.6. You acknowledge and understand that Crypto Perpetuals, as financial derivative contracts, are highly speculative financial instruments and can lead to a loss of your total invested capital. The significant risks associated with Crypto Perpetuals are described in detail the applicable KID for each such Crypto Perpetual. Please make sure to fully understand all risks involved before entering into a trade.
- 2.7. You acknowledge and understand that, by entering into Crypto Perpetual transactions, you are not entering into a sale or purchase agreement to purchase the Underlying Crypto-Assets themselves. Holding a Crypto Perpetual position does not give you any rights to receive physical delivery of any Underlying Crypto-Asset, nor is the position hedged against any Underlying Crypto-Asset.

- 2.8. From time to time we may be subject to requirements to report trades under applicable law, including the European Market Infrastructure Regulation No. 648/2012 on derivatives and all related delegated, supplementing or successive regulations, as amended ("**EMIR**"), Regulation No. 600/2014 ("**MIFIR**"), and other applicable rules (the "**Reportable Transactions**"). Where we or a Market Actor are subject to such reporting obligations, you irrevocably authorise us to report all of your Reportable Transactions to the applicable reporting entity or Market Actor, as may be required, and to promptly provide us with all information which we request in order to comply with our obligations or the obligations of a Market Actor. Where such reporting obligations apply, when reporting information in relation to your Reportable Transactions, we will assume - unless you notify us to the contrary - that you have not exceeded the clearing thresholds specified under EMIR.
- 2.9. We agree that, in providing you with access to the Crypto Perpetuals product, we will not require you to use additional funds from outside of the Platform in order to compensate us or anyone else for negative balances resulting from any form of forced liquidation or other similar event. The Crypto Perpetuals product is designed to ensure that you cannot generate a negative balance within your Account and that any losses you suffer on an open Crypto Perpetuals position will be covered by the Collateral you post for that position.

3. Margin

- 3.1. Entering and maintain a Crypto Perpetual position requires the posting of Margin to the Exchange and the maintenance of that Margin while the position is open. **By opening and maintain a Crypto Perpetual position, you authorize Robinhood to transfer any Margin to the Exchange on your behalf.**
- 3.2. You undertake neither to create nor to have outstanding any security interest or other encumbrance over, nor to agree to assign or transfer, any assets which constitutes Margin, except as expressly provided below. Any Margin that you post or otherwise elect to use when entering into and maintaining a Crypto Perpetual position constitute a collateral position (the "**Collateral**") securing the due and timely performance of all your obligations to Bitstamp in relation to the respective Crypto Perpetual position, subject to the terms set out in this Agreement. In particular, you agree (and Bitstamp agrees, through Robinhood as agent) that:
- 3.2.1. by submitting a Crypto Perpetual order and posting the required Margin according to the terms of this Agreement, you are unilaterally establishing a first ranking, regular, possessory pledge over the Collateral in favour of Bitstamp. The Collateral shall be held by Bitstamp on a continuous basis as security for the duration of the relevant open Crypto Perpetual position. You agree that each pledge of the Collateral shall be considered as concluded in a written form;
- 3.2.2. the pledge shall secure the performance of all your obligations to Bitstamp arising in connection with the relevant Crypto Perpetual position(s) and shall take effect upon Bitstamp's receipt of the Collateral. It shall terminate only upon full settlement and liquidation of the relevant Crypto Perpetual position(s), in accordance with the terms of this Agreement;
- 3.2.3. the pledge over the Collateral constitutes a continuing security and shall remain in full force and effect notwithstanding any intermediate settlement or partial

repayment of the secured obligations. Unless and until all such obligations have been fully discharged, you shall not be entitled to withdraw, assign, transfer, dispose of, or otherwise encumber any part of the Collateral;

- 3.2.4. upon the closing or liquidation of a Crypto Perpetual position (including where such occurs in accordance with Section 9 of this Schedule F), and during the settlement process, Bitstamp shall be entitled to enforce its rights against the Collateral by unilaterally debiting any amounts owed by you in respect of the settled position, as further described in this Agreement; and
- 3.2.5. you agree that Bitstamp shall have the right to sell (out of court, including at public auction or an exchange or for a market price), transfer, loan, rehypothecate or further pledge any Collateral without first being instructed by you, in cases where Bitstamp is entitled to enforce its security interest in accordance with this Section 3.
- 3.3. Robinhood permits two types of Margin: (i) Isolated Margin Mode and (ii) Cross Margin Mode. Isolated Margin Mode is the default margin mode when opening a position.
- 3.4. In order to maintain an existing Crypto Perpetual position, your Equity for such position must always exceed or match Maintenance Margin Requirement. It is your responsibility to know the current Margin Requirements applicable to your open positions at all times.
- 3.5. You acknowledge and agree that all applicable Margin Requirements for opening and maintain Crypto Perpetual position are available for review on the Platform. These requirements may vary depending on market conditions, instrument volatility, position size, and other risk parameters as determined by the Exchange. You may increase or decrease Margin for existing positions directly through the Platform.
- 3.6. You further acknowledge and agree that, if you post Margin in a fiat currency other than the Quote Asset, the Exchange may convert some or all of that Margin into the applicable Quote Asset to cover any fees, losses, or other obligations associated with such position. Any such conversion will be converted by the Exchange in a commercially reasonable manner at the time of the of such conversion.
- 3.7. You further acknowledge and agree that Robinhood or the Exchange may exercise rights, including partially or fully liquidating your positions as further described in Section 9 of this Schedule F, if you fail to maintain Margin in line with the Margin Requirement for such positions. For the avoidance of doubt, whenever the Account is under-margined or Robinhood determines, in our sole discretion, you may be unwilling or unable to fulfill your obligations hereunder due to your financial condition, market conditions, or any other potential insecurity, Robinhood may in our sole discretion and without prior notice liquidate, offset and/or mitigate the risk of any of your open positions in Crypto Perpetuals within a reasonable amount of time in an effort to reduce such Margin deficiency or insecurity.

4. Order Types; Contract Size

- 4.1. You may give Robinhood instructions to open, close or modify a Crypto Perpetual position by electronic means using the Platform.

- 4.2. Orders Types: Robinhood allows the following types of Crypto Perpetual orders to be placed on the Platform:
- 8.2.1. **Market Order**. A market order is an instruction enter into a Crypto Perpetual Transaction at the available market price. When you are opening a new short position or closing a long position, your order will execute at the bid price. When you are opening a new long position or closing an existing short position, you order will execute at the ask price. You understand that Robinhood does not currently support sending traditional market buy order and sell orders and that Robinhood collars all orders by using limit orders priced up to 1% above or below the last reported trade price for the applicable Crypto Perpetual on the Exchange.
 - 4.2.1. **Limit Order**: A limit order is an instruction to open or close a Crypto Perpetual position at a specified price or better. For a long position, the order will only execute at the limit price or lower. For a short position, the order will only execute at the limit price or higher.
 - 4.2.2. **Take Profit Limit Orders**. A Take Profit Order is a type of conditional order that triggers a market order at a specified price to realize profit gained on that position. This order type is specific to an open position.
 - 4.2.3. **Stop Loss Limit Orders**. A Stop Loss Order is a type of conditional order that triggers a market order at a specified price to limit potential losses on that position. This order type is specific to an open position.
- 4.3. Contract Sizes: You can enter orders for (i) any amount in the Underlying Crypto-Asset based on increments specified for each Underlying Crypto-Asset as specified in the Platform, or (ii) any amount in the Quote Asset based on increments specified for each Quote Asset as specified in the Platform.
- 4.4. Trade Sizes: Minimum and maximum order sizes for Crypto Perpetuals orders are established by the Exchange and are published on the Platform.
- 4.5. You can view instructions on how to place orders in this [Help Center article](#).
- 4.6. All prices for Crypto Perpetuals are obtained from the Exchange and we have no control over the pricing of Crypto Perpetuals.
- 4.7. If you do not understand the order types and limitations applicable to the Platform and your Account, please request further assistance, or take independent advice. Please do not place any orders if you do not understand these order types and limitations.
- 4.8. You understand that all orders regarding Crypto Perpetuals given for your Account will be executed in reliance on your promise that an actual purchase or termination is intended, and that Robinhood reserves the right to require full posting of Margin in cleared funds prior to the acceptance of any order. You understand that you are not permitted to open a Crypto Perpetual position with Robinhood, unless you have enough funds available in your Account to satisfy your order.
- 4.9. You agree that it is your responsibility to cancel any order that you do not want to be filled. You understand that you may not be able to cancel an order prior to its filling, that an order

cannot be cancelled or reversed once it is filled, and that Robinhood is not liable to you for the completion of an order after you have submitted a cancellation request.

- 4.10. You agree that it is your responsibility to cancel any order that you do not want to be filled. You understand that you may not be able to cancel an order prior to its filling, that an order cannot be cancelled or reversed once it is filled, and that Robinhood is not liable to you for the completion of an order after you have submitted a cancellation request.
- 4.11. You agree and understand that Robinhood does not guarantee that any order that you place will be filled. You agree that Robinhood will have no obligation to execute a trade order that conflicts with applicable law or this Agreement. You further agree and understand that Robinhood reserves the right to cancel any order or part of an order if such order was placed during a scheduled or unscheduled Robinhood or Exchange downtime or is nonmarketable. Further, you understand that Robinhood may implement certain risk controls to assist in minimising adverse market impact. This may result in your order being queued and/or cancelled.
- 4.12. If at any time trading on the underlying market for a Crypto Perpetual that forms the subject of your order is suspended on the Exchange, then the applicable order will also be suspended and you will not be able place any order until such suspension is terminated and trading recommences.
- 4.13. The Platform contains further information regarding order types and limitations, which you agree to read and understand before placing orders.

5. Closing Positions.

- 5.1. Crypto Perpetuals do not expire and can only be terminated ("closed") for one of the reasons expressly set out in this Schedule F or in the Agreement.
- 5.2. You can close a Crypto Perpetual position by entering into an offsetting position of the same notional value (i.e., not accounting for profits and/or losses accrued to and settled for such position), provided that a corresponding counterparty is found. A long position may be closed by executing a corresponding short position of equal notional value in the same instrument. A short position may be closed by executing a corresponding long position of equal notional value in the same instrument.
- 5.3. If the order placed uses a smaller size than the open Crypto Perpetual position, the effect will be to reduce the original open position by the size of the closing order placed. The size of the new Crypto Perpetual position will be the difference between the size of the closing order and the size of the original Crypto Perpetual position.
- 5.4. The entering into such counteracting positions as set out above will lead to the full termination or partial termination (amendment in size) of such positions. In such cases you will not have two open counteracting positions, but either (i) in the termination of the existing contract (in case the newly executed transaction is equal in size to the existing position, but in the opposite direction), or (ii) in the existing contract being amended in size (increase/decrease) and/or direction (long/short).
- 5.5. Further, your positions can be closed in accordance with the automatic liquidation processes set forth in Section 9 of this Schedule F. The Exchange or Robinhood reserves

the right to close, at its sole discretion, all outstanding open positions in a contract, for which it deems trading is significantly hindered.

6. Profits and Losses

- 6.1. You will accrue unrealized profit and loss continuously on open Crypto Perpetuals. Any profit and losses are only realized once a position is closed and settled in accordance with the terms of the Schedule F.
- 6.2. We calculate the profit and loss of your open Derivatives positions based on our proprietary model (the “**P&L Model**”), which reflects our view of the fair market price of the Derivatives. We may change the specification of the P&L Model in our sole discretion at any time.
- 6.3. You can view your profit or losses associated with any position in the Platform. All profits and losses are calculated and displayed in the Quote Asset. You acknowledge and agree that, in the event you realized profit after closing a position, Robinhood will convert such amounts from the Quote Asset to Euros in a commercially reasonable manner at the time of the of such conversion.
- 6.4. After a position is closed or terminated, unrealized profit and losses become realized. However, realized profit is not added to Margin and realized loss is not deducted from Margin until a closed Position is settled in accordance with this Schedule F. Nevertheless, unrealized profit and losses and realized but not settled profit and losses are accounted for within Equity calculations and are consequently also accounted for within Margin Requirements calculations.

7. Settlement of Positions

- 7.1. Robinhood updates your positions and settles your profits and losses every 15 minutes (the “Settlement Period”).
- 7.2. At each Settlement Period, your Equity will be updated to:
 - 7.2.1. Deduct any fees that are currently tied to the relevant position that have not settled;
 - 7.2.2. Credit or deduct any outstanding Funding Rate Payments, as defined below; and
 - 7.2.3. Credit or deduct any unrealized profit and loss.

8. Funding Rates

- 8.1. The Funding Rate is calculated for each of your open positions and is available to view on the Platform. The profit or loss resulting from the Funding Rate (the “Funding Rate Payment”) is settled every 8 hours by multiplying (1) the then current Funding Rate by (2) the notional value of your position size based on the Quote Asset. Any Funding Rate Payment is credited to or deducted from your Equity for such position.
- 8.2. The Funding Rate is calculated based on the time-weighted average of the difference between the Fair Price and the Index Price for such instrument over the 8-hour period.

8.3. The Funding Rate is applied to all your positions at the end of each 8-hour period. Application of the Funding Rate means that, as of the settlement time of the Funding Rate Payment:

8.3.1. If the relevant Fair Price is higher than the Relevant Index Price, then

8.3.1.1. Holders of a long position incur a loss and make a Funding Rate Payment; and

8.3.1.2. Holders of short position make a profit and receive a Funding Rate Payment.

8.3.2. If the relevant Fair Price is lower than the Relevant Index Price, then

8.3.2.1. Holders of a short position incur a loss and make a Funding Rate Payment; and

8.3.2.2. Holders of long position make a profit and receive a Funding Rate Payment.

9. Liquidation Procedure

9.1. The Exchange employs mechanisms for automated liquidation and termination of Crypto Perpetual positions to manage risk across, and to preserve a fair and orderly market and the integrity of, the Exchange.

9.2. You authorize and instruct the Exchange, as part of the liquidation procedure, to use any or all Margin that is assigned to your Affected Position(s). You further instruct the Exchange to use or apply as much of Margin as is needed or required by this Schedule F to cover all losses arising from any Affected Position. If fiat currency was posted as Margin, then the Exchange is authorized to convert such fiat currency into another fiat currency at whatever spot exchange rate is determined by the Exchange in a commercially reasonable manner in order to cover all losses arising from any Affected Position(s).

9.3. If your Equity falls below the Maintenance Margin Requirement for an open position (an "Affected Position"), then the Exchange will automatically submit liquidation orders to reduce the size of the Affected Position(s) for partial or complete close out as it deems necessary for such positions to meet or exceed the Maintenance Margin Requirements.

9.4. Where there is an Affected Position that breaches the Maintenance Margin Requirement but not Close-out Margin Requirement, the Exchange will try to liquidate such Affected Position in part or whole (at the discretion of the Exchange but such that the Maintenance Margin Requirement will be satisfied if the immediate-or-cancel order described below is filled) by creating, on your, an immediate-or-cancel order with a limit price equal to the Bankruptcy Price of Affected Position(s) increased by 2% (a buffer in case immediate-or-cancel order is not executed and the position needs to be assigned through Assignment Program to Liquidity Providers or closed within the auto deleveraging process in line with Section 9.9 of this Schedule F. Any such order will be subject to the higher fees which apply when an order is liquidated as described in the [Fee Schedule](#).

- 9.5. Each such order will be filled at the best available price(s) at the time of its creation and may or may not completely liquidate your Affected Position. Whether or not your Affected Position is fully liquidated depends on the other orders in the Exchange's order book at the time the immediate-or-cancel orders are to be matched.
- 9.6. If any Margin is left in the Derivatives Trading Account after your Affected Position is fully liquidated (or partially liquidated with the effect that the Maintenance Margin Requirement is satisfied), your Margin may be used to open a new position or withdrawn to the Platform.
- 9.7. You authorizes and instructs the Exchange, if an Affected Position is not liquidated in accordance with the procedure described in Sections 9.1-9.3 of this Schedule F (or is partially liquidated such that the Maintenance Margin Requirement is not satisfied) or if your Equity falls below Close-out Margin Requirement (but is not negative), to liquidate the full Affected Position on your (as applicable) by:
 - 9.7.1. transferring any surviving Affected Position to Liquidity Providers in line with Section 9.7 of this Schedule F;
 - 9.7.2. liquidating any surviving Affected Position on the MTF in line with Section 9.8 of this Schedule F; or
 - 9.7.3. closing any surviving Affected Position through the auto deleveraging process in line with Section 9.9 of this Schedule F.
- 9.8. If an Affected Position is transferred to one or more Liquidity Providers, then it is transferred to such Liquidity Provider(s) at the assignment price, which is equal to the Bankruptcy Price of Affected Position(s) with a 2% discount applied to the price in favour of the assignee. Any such transfer will be subject to the higher fees which apply when a transfer occurs following breach of the Close-out Margin Requirement.
- 9.9. If an Affected Position was not successfully transferred to Liquidity Providers as per Section 9.7 of this Schedule F, then the Exchange will try to liquidate such Affected Position(s) in whole (at the discretion of the Exchange but such that the Maintenance Margin Requirement will be satisfied if the immediate-or-cancel order described below is filled) by creating, on your, an immediate-or-cancel order with a limit price equal to the Bankruptcy Price of Affected Position(s) with a buffer provided by the Insurance Fund, which allows Affected Positions to be liquidated at a price worse than the Bankruptcy Price and the difference will be covered by the Insurance Fund. Insurance Fund can cover the losses even if it, temporarily, needs to go into negative asset balance, which will be recovered if needed by Socialized Losses Process.
- 9.10. If liquidation on the Exchange was unsuccessful then any remaining Affected Positions will be closed against the opposite side traders (that is through an auto deleveraging process). The opposite side traders are selected based on the profit and losses they generated on the positions corresponding to the Affected Positions within the last settlement period and the leverage at which they are trading.
- 9.11. If an Affected Position is fully closed and all collateral assets that are not the settlement currency, have been liquidated into the settlement currency, yet there exists uncovered loss from closure of the Affected Position, then Insurance Fund will be used to cover this

excess loss. Insurance Fund does that even if it, temporarily, needs to go into negative asset balance, which will be recovered if needed by Socialized Losses Process.

- 9.12. If between two settlements more than fifty percent (50%) of the Insurance Fund's funds is used in line with Section 9.8 and 9.10 of this Schedule F, then any funds used that exceeded such fifty percent (50%) threshold will be returned to the Insurance Fund. Furthermore, if within a 24-hour period more than seventy percent (70%) of the Insurance Fund's funds is used, then any funds used that exceeded such seventy percent (70%) threshold will be returned to the Insurance Fund. These funds will be returned to the Insurance Fund by reducing the profits of all Exchange members that either closed a profitable position within the current settlement period or still have an open profitable position at a settlement time. Unless otherwise determined by the Exchange in its sole and absolute discretion (such that smaller positions bear a greater share of their losses than would apply on a pro rata basis), this will be done proportionally across all financial instruments admitted to trading. This is called "Socialized Losses Process".

10. Fees and Costs

- 10.1. Please refer to Section 10 of the Agreement for more information on fees and costs which apply to all transactions on the Platform.
- 10.2. If you close a Crypto Perpetual position, the consideration for the transaction, less any commission and all applicable charges and taxes, will be available on your Account for reinvestment or to withdraw from your Account once the transaction has settled.

11. Best Execution

- 11.1. Robinhood will take all sufficient steps to obtain best execution of your orders reasonably available in accordance with its best execution obligations under applicable law and in accordance with our Order Execution Policy, a summary of which can be found in the RHEU Disclosure Library.
- 11.2. The Order Execution Policy outlines the procedures we follow and requirements we comply with to ensure that your orders are executed in a way that achieves the best possible result for you in terms of price, costs, speed, likelihood of execution and other relevant considerations. This obligation will not apply if we execute the order following specific instructions given by you when you submit or confirm the order.
- 11.3. When you accept the terms of the Agreement, you confirm that you have familiarized yourself with and consent to the Summary of Order Execution Policy. If there are any significant changes to our Summary of Order Execution Policy, we will notify you immediately via the Platform after such changes come into effect. For the avoidance of doubt, any changes to our Summary of Order Execution Policy will not be considered an amendment to the Agreement under Section 26 of the Agreement.

12. Limitation of Liability

- 12.1. Please refer to Section 18 of the Agreement for information on the general limitations of liability when you use our Services to trade Crypto Perpetuals.

13. Risks

- 13.1. You acknowledge and agree that trading in derivative products, including Crypto Perpetuals, involves significant risk and may result in substantial financial losses. Trading derivatives is not suitable for all investors and should only be undertaken by those who fully understand the nature of the products and the extent of their exposure to risk.
- 13.2. By using our Services to trade Crypto Perpetuals, you confirm you have read, understood and accept the risks associated with trading such products as outlined in [Description of Services, Financial Instruments and Risks](#) available on the RHEU Disclosure Library.

Robinhood Market Data Addendum

This agreement (the “**Market Data Addendum**” or the “**Addendum**”) supplements and forms part of the Robinhood Europe, UAB Customer Agreement (as supplemented, updated and amended from time to time, the “**Customer Agreement**”). This is the “Market Data Addendum” referred to in the Customer Agreement and incorporated by reference therein. **Capitalized terms used in this Market Data Addendum and not otherwise defined have the meanings given to them in the Customer Agreement.** This Market Data Addendum may be amended or supplemented from time to time by notice, as set out in section 4 below.

AS SET OUT BELOW AND WITHOUT LIMITATION, TO RECEIVE NYSE MARKET DATA YOU AGREE TO THE AGREEMENT FOR MARKET DATA DISPLAY SERVICES AT SECTION 3(A) AND APPENDIX 1 OF THIS MARKET DATA ADDENDUM, TO RECEIVE NASDAQ MARKET DATA YOU AGREE TO THE NASDAQ MARKET DATA AGREEMENT AT SECTION 3(B) OF THIS MARKET DATA ADDENDUM, AND TO RECEIVE OTC MARKETS MARKET DATA YOU AGREE TO THE OTC MARKETS SUBSCRIBER AGREEMENT REFERENCED AT SECTION 3(C) OF THIS MARKET DATA ADDENDUM.

1. No warranty; limitation of liability

Robinhood Europe, UAB and/or its affiliates (collectively “Robinhood”, also referred to herein as “we”, “us”, and “our”) receive Market Data from industry sources and Third Party Providers. Market Data is provided or made available to you on an “as is” and on an “as available” basis and should not be considered as any form of advice or recommendation for you or your Account. Robinhood does not endorse, approve, or provide any view or opinion on any Market Data. Neither Robinhood nor any Third Party Provider (i) warrants or guarantees the accuracy, timeliness, completeness or correctness of any Market Data, or (ii) warrants any results or interpretations from any use or reliance upon Market Data for any purpose. Your use of any Market Data is at your own risk. Past performance is no guarantee of future results.

NEITHER THE ROBINHOOD PARTIES NOR ANY THIRD PARTY PROVIDER SHALL BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, INTERRUPTION OR OMISSION OF, ANY MARKET DATA, INFORMATION OR MESSAGE, OR THE TRANSMISSION OR DELIVERY THEREOF; OR (B) ANY LOSSES (AS MAY BE DEFINED IN THE CUSTOMER AGREEMENT) OR DAMAGE ARISING FROM OR IN CONNECTION WITH MARKET DATA OR ANY SUCH INACCURACY, ERROR, DELAY, INTERRUPTION OR OMISSION, WHETHER DUE TO ANY ACT OR OMISSION BY ROBINHOOD OR A THIRD PARTY PROVIDER, OR OTHERWISE. ROBINHOOD AND THE THIRD PARTY PROVIDER(S) ARE NOT RESPONSIBLE FOR, AND YOU AGREE NOT TO HOLD ANY OF THEM LIABLE FOR, ANY LOSSES, LOST PROFITS, TRADING LOSSES OR OTHER DAMAGES RESULTING FROM OR IN CONNECTION WITH YOUR USE OF ANY MARKET DATA, OR FROM OR IN CONNECTION WITH ANY INACCURATE, DEFECTIVE OR UNAVAILABLE MARKET DATA. THE LIMITATIONS OF LIABILITY IN THIS MARKET DATA ADDENDUM ARE IN ADDITION TO AND WITHOUT PREJUDICE TO ANY OTHER LIMITATIONS OF LIABILITY IN THE CUSTOMER AGREEMENT OR OTHER AGREEMENTS YOU MAY HAVE FROM TIME TO TIME WITH ANY OTHER ROBINHOOD ENTITY OR WITH ANY THIRD PARTY PROVIDER.

We may remove, restrict or terminate access to or provision of any Market Data at any time, or change any relevant Third Party Provider or any Market Data (and thereby the precise Market Data provided or made available, or the manner in which any Market Data is provided or made available) at any time.

2. Non-Professional; Restrictions on Use

You may only use (and represent to us that you will only use) Market Data provided to you in connection with the Platform for your own personal, non-business use, and subject to the terms of the Customer Agreement including this Market Data Addendum and the agreements constituted hereby.

You must not use Market Data for any purpose not directly related to the Platform or your Account, and you must not provide, retransmit, redistribute or publish any Market Data to any other person or entity.

Unless and until you have expressly notified us in writing to the contrary, you represent and warrant to us on a continuing basis that you qualify as a “Non-professional”. If you think you are or might be a “Securities Professional” or if you think that you do not or might not qualify as a “Non-professional”, you must contact us immediately at cryptocusupport@robinhood.com.

If you have told us in writing that you are a “Securities Professional” then you represent and warrant to us that you are a Securities Professional, until you notify us in writing to the contrary.

For these purposes:

“**Non-professional**” means any natural person who receives market data solely for their own personal, non-business use and who is not a “Securities Professional.”

A “**Securities Professional**” for these purposes includes an individual who, if working in the United States, is:

- . registered or qualified in any capacity with the Securities and Exchange Commission (the “SEC”), the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association, or self-regulatory body;
- a. engaged as an “investment advisor” as that term is defined in Section 202 (a)(11) of the Investment Advisor’s Act of 1940 (whether or not registered or qualified under that Act), or
- b. employed by a bank or other organisation exempt from registration under Federal and/or state securities laws to perform functions that would require that individual to be so registered or qualified if they were to perform such functions for an organisation not so exempt.

A person who works outside of the United States will be considered a “Securities Professional” if they perform the same function(s) as a person who would be considered a “Securities Professional” in the United States. Any use of Market Data for business, professional or other commercial purposes is not compatible with Non-Professional status, even if the commercial use is on behalf of an organisation that is not in the securities industry.

You undertake to continually assess your status as to whether you are a Non-Professional or whether you are a Securities Professional, and undertake to promptly notify us if your classification as a “Non-professional” or a “Securities Professional” changes at any time whilst you have an Account. You acknowledge that we have provided you with an Account and with Market Data in reliance on your representations and warranties to us as to your status. You indemnify Robinhood for any fees, costs, losses, liabilities or expenses that Robinhood may incur or suffer, directly or indirectly, in connection with any such representation or warranty being incorrect or inaccurate in any respect when given or repeated.

3. Specific Terms required by certain Third Party Data Providers

A. NYSE Market Data

Robinhood may provide or make available to you through the Platform certain Market Data being (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange, (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations may make available and as the New York Stock Exchange may from time to time designate as "Market Data"; and (c) all information that derives from any such information (such data or information from time to time being **"NYSE Market Data"**).

To receive or have made available to you any NYSE Market Data, you enter into the "Agreement for Market Data Display Services" in the form attached at Appendix 1 to this Market Data Addendum (the **"NYSE Market Data Agreement"**) with RHEU.

The NYSE Market Data Agreement will be deemed to have been executed and entered into by you by your agreement to the Customer Agreement and this Market Data Addendum, and in addition to being incorporated into the Customer Agreement by virtue of this Market Data Addendum, constitutes a separate agreement between you and RHEU. You acknowledge and agree that the NYSE Market Data Agreement is a legal, valid and binding contract between you (as Subscriber) and RHEU (as Vendor).

B. NASDAQ Market Data

RHEU may provide or may make available to you through the Platform certain Market Data that consists of or includes Information owned or provided by NASDAQ (each as defined in paragraph 12 below). You agree to the terms set out in paragraphs 1-13 below (the **"Nasdaq Market Data Agreement"**), which constitute a legally binding agreement between you and RHEU. Certain defined terms are set out in paragraph 12.

1. **Use of Data.** You are only permitted to access, view, or use any Information for your personal, non-business, use. You undertake to only use Information for your personal, non-business, purposes. You agree not to sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office or place. You agree not to engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any NASDAQ or SEC Rule or other applicable law, rule or regulation. You agree not to present the Information rendered in any unfair, misleading or discriminatory format. You agree to take reasonable security precautions to prevent unauthorised Persons from gaining access to the Information.
2. **Proprietary Data.** You acknowledge and agree that (i) NASDAQ has proprietary rights to the Information that originates on or derives from markets regulated or operated by NASDAQ, and compilation or other rights to Information gathered from other sources; and (ii) NASDAQ's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by you of any Information, NASDAQ or its third-party information providers shall have the right to obtain injunctive relief for its respective materials.
3. **Modifications.** NASDAQ may from time to time, in its sole discretion, make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Robinhood's service or in the way Information is provided or presented to you, and may affect your access to or use of some or all of the Information. NASDAQ and Robinhood shall not be responsible for such effects.
4. **Reporting and Audit.** If requested by RHEU or NASDAQ, you undertake to provide reasonable cooperation including: (i) promptly providing information or materials in response to any reasonable request; and (ii) making available for examination all records, reports, payments, and

supporting documentation, in each case relating to the Information, necessary to reach a conclusion as to your compliance with these terms.

5. **System.** You acknowledge that NASDAQ, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in the way Information may be displayed or provided to you. NASDAQ shall not be responsible for such effects.
6. **No endorsement.** NASDAQ does not endorse or approve any equipment, Robinhood, or Robinhood's service. Robinhood makes no representations or warranties in connection with NASDAQ or Information.
7. **Limitations of Liability.**
 - a. Except as may otherwise be set forth herein, NASDAQ shall not be liable to you or any other Person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if NASDAQ has been advised of the possibility of such damages.
 - b. NASDAQ shall not be liable to you or any other Person for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information. This section shall not relieve NASDAQ, you, or any other Person from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims. You understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability.
8. **Disclaimers of Warranties.** NASDAQ and its third-party information providers make no warranties of any kind — express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.
9. **Third-Party Information Providers' limitation of liability.** NASDAQ's third-party information providers shall have no liability for any damages for the accuracy of or for delays or omissions in any of the Information provided by them, whether direct or indirect, lost profits, special or consequential damages of you or any other Person seeking relief through you, even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to you or any other Person seeking relief through you pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fee paid by you or any other Person seeking relief through you, as applicable.
10. **Claims and Losses.** You will indemnify NASDAQ and hold NASDAQ and its employees, officers, directors and other agents harmless from any and all claims or losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by you with the terms and conditions hereof; (b) any third-party actions related to your receipt and use of the Information, whether authorised or unauthorised; (c) a claim of infringement or other violation of an intellectual property right by you or your actions or omissions, equipment or other property.
11. **Termination.** You acknowledge that NASDAQ, when required to do so in fulfilment of statutory obligations, may by notice to Distributor unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Distributor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to NASDAQ. Any affected Person will have available to it such procedural protections as are provided by the Act and applicable rules thereunder. In the event of your breach, discovery of the untruth of any of your representations, or where directed by the SEC in its regulatory authority, NASDAQ may terminate this Nasdaq Market Data Agreement with not less than three (3) days written notice to you provided either by NASDAQ or Robinhood.
12. **Definitions.** The following terms have the following meanings:
 - a. **"Act"** shall mean the Securities Exchange Act of 1934, applicable only to Information disseminated from a NASDAQ Market in the United States.
 - b. **"Information"** means certain market data and other data disseminated that has been collected, validated, processed, and recorded by the System or other sources made available for transmission to and receipt from either a Vendor or from NASDAQ relating

to: (a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; (b) activities of NASDAQ; (c) other information and data from NASDAQ. Information also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Information.

- c. **"NASDAQ"** means collectively NASDAQ, Inc., a Delaware limited liability company and its subsidiaries and Affiliates.
- d. **"NASDAQ Markets"** shall mean the regulated securities and options exchange subsidiaries of NASDAQ and other regulated market subsidiaries of NASDAQ, including, but not limited to, The NASDAQ Stock Market.
- e. **"Person"** means any natural person, proprietorship, corporation, partnership or other entity whatsoever.
- f. **"SEC"** means the U.S. Securities and Exchange Commission.
- g. **"System"** means any system NASDAQ has developed for the creation and/or dissemination of Information.

13. **Amendments.** This Nasdaq Market Data Agreement may be amended or modified as set out in section 4 of this Market Data Addendum.

C. OTC Markets Market Data

Robinhood may provide or make available to you through the Platform certain Market Data that is provided directly or indirectly by OTC Markets Group and its affiliates ("**OTC Markets Market Data**"). As a condition of receiving any OTC Markets Market Data, you are deemed to enter into an agreement with RHEU in the form of the OTC Markets Subscriber Agreement, as defined below, as amended from time to time.

The OTC Markets Group Market Data Subscriber Agreement in the form attached as Appendix A to the OTC Markets Group Market Data Distribution Agreement (the "**OTC Markets Subscriber Agreement**") (which may be described as the 'Market Data Distribution Agreement Subscriber Addendum') is incorporated by reference into this Market Data Addendum. For the purposes of the OTC Markets Subscriber Agreement RHEU is the "Vendor", and you are the "Subscriber". The current version of the OTC Markets Subscriber Agreement is available on the OTC Markets Group website (<https://www.otcmarkets.com/market-data/agreements-and-forms>) or on request from RHEU.

By opening an Account or accessing the Platform you expressly acknowledge that (i) you have read and understood the OTC Markets Subscriber Agreement, and (ii) that OTC Markets Group and its affiliates are a third party beneficiary of the agreement between you and Robinhood in the form of the OTC Markets Subscriber Agreement. The OTC Markets Subscriber Agreement (and therefore the agreement in the form of the OTC Markets Subscriber Agreement between you and RHEU constituted by this Market Data Addendum) may be amended by OTC Markets Group from time to time.

D. FactSet Market Data

Robinhood may provide or make available to you through the Platform certain Market Data that is provided directly or indirectly by FactSet Research Systems, Inc. or its affiliates ("**FactSet**") (such Market Data, "**FactSet Market Data**"). In respect of any FactSet Market Data that is provided or made available to you, you will receive only a limited right to use that FactSet Market Data for your own non-commercial use. FactSet Market Data is copyrighted works of FactSet and must not be reproduced, republished, retransmitted, or redistributed in any form. Neither Robinhood nor FactSet makes any warranty, express or implied, as to the accuracy of the FactSet Market Data or results obtained from any use of the FactSet Market Data. FactSet does not make any express or implied warranties of any kind regarding the FactSet

Market Data, including, without limitation, any warranty of merchantability or fitness for a particular purpose or use. FactSet will not be liable for any lost profits or other incidental or consequential damages in connection with Your use of the FactSet Market Data.

E. Morningstar Market Data

Robinhood may provide or make available to you through the Platform certain Market Data that is provided directly or indirectly by Morningstar, Inc. or its affiliates ("**Morningstar**") (such Market Data, "**Morningstar Market Data**") ©2020 Morningstar. All Rights Reserved. The Morningstar Market Data: (1) is proprietary to Morningstar Research Services LLC, Morningstar, Inc. and/or their content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar Research Services, Morningstar nor their content providers are responsible for any damages or losses arising from any use of this information. Morningstar does not make any express or implied warranties of any kind regarding the Morningstar Market Data, including, without limitation, any warranty of merchantability or fitness for a particular purpose or use. Access to or use of any Morningstar Market Data does not establish an advisory or fiduciary relationship with Morningstar Research Services, Morningstar, Inc. or their content providers. Past performance is no guarantee of future results.

4. Amendments and Modifications

THIS MARKET DATA ADDENDUM AND ITS TERMS AND ANY AND ALL AGREEMENTS CONSTITUTED BY IT MAY BE SUPPLEMENTED OR AMENDED FROM TIME TO TIME BY ROBINHOOD BY NOTICE TO YOU, AND SUCH NOTICE REQUIREMENT MAY BE SATISFIED BY THE REVISED MARKET DATA ADDENDUM BEING POSTED ON THE ROBINHOOD WEBSITE. BY CONTINUING TO MAINTAIN ANY ACCOUNT OR ACCESS THE PLATFORM OR ANY MARKET DATA, YOU ARE DEEMED TO ACCEPT THE TERMS OF THE REVISED MARKET DATA ADDENDUM AND WILL BE LEGALLY BOUND BY ITS TERMS.

5. Governing Law and Jurisdiction

Section 30 (Governing Law and Dispute Resolution) of the Customer Agreement apply to and are incorporated into this Addendum as if set out in full.

APPENDIX 1: NYSE Market Data Agreement

AGREEMENT FOR MARKET DATA DISPLAY SERVICES (Usage-Based Services/Nonprofessional Subscriber Status) (Electronic Version)

Robinhood Europe, UAB ("RHEU") agrees to make certain data (referred to in this agreement as "Market Data") available to you pursuant to the terms and conditions set forth in this agreement. By agreeing to the Customer Agreement and the Market Data Addendum you agree to comply with the terms and conditions of this agreement. References to "Subscriber" or "you" in this agreement means the Customer under the Customer Agreement, and references to "this agreement" means the agreement between you and RHEU constituted by these terms.

1. **Market Data Definition** – For all purposes of this agreement, "Market Data" means (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange ("NYSE"), (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "Authorising SRO") may make available and as the NYSE may from time to time designate as "Market Data"; and (c) all information that derives from any such information.
2. **Proprietary Nature of Data** – Subscriber understands and acknowledges that each Authorising SRO and Other Data Disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s).
3. **Enforcement** – Subscriber understands and acknowledges that (a) the Authorising SROs are third-party beneficiaries under this Agreement and (b) the Authorising SROs or their authorised representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Subscriber or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. Subscriber shall pay the reasonable attorney's fees that any Authorising SRO incurs in enforcing this Agreement against Subscriber.
4. **Data Not Guaranteed** – Subscriber understands that no Authorising SRO, no other entity whose information is made available over the Authorising SROs' facilities (an "**Other Data Disseminator**") and no information processor that assists any Authorising SRO or Other Data Disseminator in making Market Data available (collectively, the "**Disseminating Parties**") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither Subscriber nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non- performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.
5. **Permitted Use** – Subscriber shall not furnish Market Data to any other person or entity. If Subscriber has represented and warranted that he or she is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use. If Subscriber receives Market Data other than as a Nonprofessional Subscriber, it shall use Market Data only for its individual use in its business.
6. **Dissemination Discontinuance or Modification** – Subscriber understands and acknowledges that, at any time, the Authorising SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorising SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.

7. **Duration; Survival** – This Agreement remains in effect for so long as Subscriber has the ability to receive Market Data as contemplated by this Agreement. In addition, RHEU may terminate this Agreement at any time, whether at the direction of the Authorising SROs or otherwise. Paragraphs 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Agreement.
8. **Miscellaneous** – The laws of the State of New York shall govern this Agreement and it shall be interpreted in accordance with those laws. This Agreement is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This writing contains the entire agreement between the parties in respect of its subject matter. Subscriber may not assign all or any part of this Agreement to any other person. The person executing this Agreement below represents and warrants that he or she has legal capacity to contract and, if that person is executing this Agreement on behalf of a proprietorship or a business, partnership or other organisation, represents and warrants that he or she has actual authority to bind the organisation. By agreeing to this agreement, you acknowledge that you have read the preceding terms and conditions of this agreement, that you understand them and that you manifest your assent to, and your agreement to comply with, those terms and conditions by agreeing to this agreement.
9. **Nonprofessional Subscriber definition** -"Nonprofessional Subscriber" means any natural person who receives market data solely for his/her personal, non- business use and who is not a "Securities Professional." A "Securities Professional" includes an individual who, if working in the United States, is:
- registered or qualified with the Securities and Exchange Commission (the "SEC"), the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association.
 - engaged as an "investment advisor" as that term is defined in Section 202 (a) (11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act), or
 - employed by a bank or other organisation exempt from registration under Federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organisation not so exempt.

A person who works outside of the United States will be considered a "Securities Professional" if he or she performs the same functions as someone who would be considered a "Securities Professional" in the United States.

Subscriber may not receive Market Data as a "Nonprofessional Subscriber" unless they fall within Paragraph 9's definition of "Nonprofessional Subscriber."

10. **Permitted Receipt** - Subscriber may not receive Market Data from RHEU, and RHEU may not provide Market Data to Subscriber, on a "Nonprofessional Subscriber" basis unless RHEU first properly determines that Subscriber qualifies as a "Nonprofessional Subscriber" as defined in Paragraph 9 and Subscriber in fact qualifies as a "Nonprofessional Subscriber."
11. **Permitted Use** – If Subscriber is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use.
12. **About you** - in connection with your Account and the Customer Agreement you have provided to RHEU the following information, and you represent and warrant that such information continues to be true, complete and accurate in all respects:
- Your name
 - Your address
 - Your employer
 - Your occupation and job description

In connection with your Account and the Customer Agreement you have confirmed to RHEU that you are not a Securities Professional, and in particular you confirm and warrant as follows:

- You use Market Data solely for your personal, non-business use
- You do not receive Market Data for your business or any other entity
- You are not currently registered or qualified with the SEC or the CFTC
- You are not currently registered or qualified with any securities agency, any securities exchange, association or regulatory body, or any commodities or futures contract market, association or regulatory body, in the United States or elsewhere
- Whether you are located within or outside the United States, you do not perform any functions that are similar to those that require an individual to register or qualify with the SEC, the CFTC, any other securities agency or regulatory body, any securities exchange or association, or any commodities or futures contract market, association or regulatory body
- You are not engaged to provide investment advice to any individual or entity
- You are not engaged as an asset manager
- You do not use the capital of any other individual or entity in the conduct of your trading
- You do not conduct trading for the benefit of a corporation, partnership, or other entity
- You have not entered into any agreement to share the profit of your trading or receive compensation for your trading activities
- You are not receiving office space, equipment or other benefits in exchange for your trading or work as a financial consultant to any person, firm, or business entity.
- You will notify and update RHEU promptly in writing of any change in your circumstances that may cause you to cease to qualify as a Nonprofessional Subscriber or that may change your responses to any of the following statements or may cause any of them to be untrue in respect of you.

Certification. By executing this agreement, Subscriber hereby certifies that he or she falls within Paragraph 9's definition of "Nonprofessional Subscriber" and that the personal and employment information that he or she has provided to RHEU in connection with their Account and confirmed in Paragraph 12 is truthful and accurate.