

## **Terms and conditions of participation**

### **Overview**

During the campaign period (15 November 2024 to 2 December 2024) new clients of the Broker of Scalable Capital GmbH (Scalable Broker) are entitled to receive a bonus in accordance with the following conditions.

Become a Scalable PRIME+ client for the first time during the campaign period.

If you do not wish to participate in this campaign, please notify us in advance (via the means of communication specified in the client documents).

### **Bonus**

As a bonus, the participants receive the waiver of the flat fee (according to the applicable list of prices and services) for the PRIME+ broker for 12 consecutive months (starting with the opening of the respective PRIME+ Broker brokerage account).

### **Further explanations and conditions**

All clients of Scalable Capital who meet the terms and conditions of participation automatically participate in the campaign.

New clients for the purposes of this campaign are clients who not yet use or have not yet used the Scalable broker and who become client of the Scalable Broker for the first time (in the fee model PRIME+). New clients complete their registration with the Scalable Broker using the PRIME+ fee model. Subsequent changes to the PRIME+ fee model are not permitted. For clarification: Clients of the FREE broker cannot participate. The participation of Scalable Capital Wealth clients is permissible.

The bonus is not transferable. Each participant can receive the bonus a maximum of once. Multiple participation and multiple rewards are excluded. Employees of Scalable Capital (and affiliated companies) or Baader Bank AG, and their relatives are excluded from participation. Participation in the exercise of a trade, for commercial purposes and/or against any other professional or commercial background is also not permitted. Each participant is responsible for the accuracy of his or her (personal) details (in particular regarding participation in the campaign).

If (in Scalable Capital's reasonable discretion) there are justified reasons, for example (a) in the event of manipulation in connection with access to or implementation of the campaign, (b) in the event of violations of these terms and conditions of participation, (c) in the event of unfair practices or (d) in the event of false or misleading information in connection with participation, Scalable Capital may (in its reasonable discretion) exclude persons from the campaign and not make any payments or other credits or subsequently revoke, reclaim and/or collect payments made from the relevant settlement account. In this respect, Scalable Capital is entitled to instruct the custodian bank to make a corresponding payment.

For participants of the campaign who are tax resident in Germany, the bonus is tax free if the Other Income according to § 22 No. 3 EStG (including this bonus) amounts to less than EUR 256,00 in a calendar year. Scalable Capital does not provide tax or legal advice and does not make any statements regarding the assessment of the individual tax situation (in particular corresponding obligations) of the client. This is the sole responsibility of the client and can be clarified, if necessary, e.g. with the responsible tax office or a tax advisor.

In particular, Scalable Capital is not liable for damages that may result from errors, delays or interruptions in transmission, malfunctions of technical equipment or other technical services, incorrect content, loss or deletion of data, computer viruses or in any other way during participation in the campaign, unless such damages are caused by Scalable Capital (its officers, employees or agents) intentionally or through gross negligence or through the violation of cardinal obligations. Liability for damages caused by culpable injury to life, body and health remains unaffected.

Scalable Capital reserves the right to cancel, modify or terminate the campaign at any time (in particular for good cause) without prior notice. This is especially the case if for technical (e.g. computer viruses, manipulation or errors in the hardware and/or software), legal or factually comprehensible reasons the proper execution of this campaign cannot (or can no longer) be guaranteed. The legal process is excluded.

This English version of these terms and conditions is a non-binding convenience translation. For the avoidance of doubt, the terms and conditions in German alone shall prevail.