Terms and Conditions of the Promotion: "12 Months of PRIME+ Free"

In accordance with the following terms and conditions, new clients of Scalable Capital Bank GmbH, Seitzstraße 8e, 80538 Munich (Scalable Capital) who are resident in Germany, Austria, Italy, France, Spain or Netherlands and have reached the age of 18 are eligible to participate (Participants) in this campaign. By participating in the campaign, Participants agree to these terms and conditions.

Overview

During the campaign period from **November 22, 2026 to November 30, 2026** (Campaign Period), eligible new clients have the opportunity to receive a bonus in accordance with the following conditions:

To participate in the campaign, Participants must register for their first Scalable Broker securities account during the Campaign Period, initiate the identification process, and fully complete both the account opening and the subsequent upgrade to the PRIME+ fee model no later than **December 14, 2026**.

Bonus

The bonus is the waiver of the regular flat fee (according to the applicable list of prices and services, currently €4.99 per month) for the PRIME+ Broker fee model for 12 consecutive months (starting from the date of the successful upgrade to the PRIME+ Broker fee model).

Further explanations and conditions

The bonus is fulfilled directly by waiving the collection of the monthly flat fee (fee waiver) for the 12-month period.

After completing the onboarding process, Participants must upgrade to the PRIME+ fee model on their own in the client area or app. The PRIME+ subscription renews automatically on a monthly basis after the end of the 12 free months at the standard rate (according to the applicable list of prices and services, currently €4.99 per month). Clients can switch between the different

plans or cancel at any time effective at the end of the respective billing period. In the event of an early switch to the FREE fee model or cancellation during the 12 free months, any remaining entitlement to the fee waiver is forfeited.

Reasons for exclusion

The bonus is non-transferable and personal. Participants can receive the bonus only once. Multiple entries and multiple bonuses are excluded. There is no entitlement to participation.

Existing clients of Scalable Capital (including clients who exclusively use the digital wealth management service "Scalable Wealth" or who already held a Scalable Broker securities account prior to the start of the Campaign Period) are excluded from participation.

Employees of Scalable Capital and its affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) 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 prohibited.

If (at Scalable Capital's reasonable discretion) there are justified reasons, for example (a) in the event of manipulation in connection with the access to or performance of the campaign, (b) in the event of violations of these terms and conditions, or (c) in the event of false or misleading information in connection with the participation, Scalable Capital may (at its reasonable discretion) exclude persons from the campaign and refuse or subsequently revoke the fee waiver and reclaim regular flat fees and/or collect them from the respective clearing account.

Participants are responsible for the accuracy of their personal information relevant to participation in the campaign. Account opening is subject to successful identity verification (e.g., via Deutsche Post AG or Fourthline B.V., depending on the country of residence); there must be no objective reasons precluding acceptance as a client.

Taxes may be payable on the bonus, which shall be borne by the Participants. Scalable Capital does not provide tax advice. Please consult a tax advisor if you have any questions.

Liability of Scalable Capital

Scalable Capital shall not be liable for any damage that may arise 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 damage is caused by Scalable Capital (its organs, employees or vicarious agents) through wilful intent or gross negligence or through the breach of obligations, the fulfilment of which is essential for the proper execution of the contract, the breach of which jeopardises the achievement of the purpose of the contract and on the observance of which users may regularly rely. Liability for damages resulting from culpable injury to life, limb or health remains unaffected.

Premature termination of the campaign

Scalable Capital reserves the right to terminate or modify the campaign at any time without prior notice if there is an objective reason to do so. Objective reasons include, but are not limited to, circumstances in which the continuation of the campaign would be contrary to the legitimate interests of Scalable Capital or third parties, or if the proper execution of the campaign can no longer be guaranteed. Entitlements validly acquired prior to the time of termination remain unaffected. The campaign is subject exclusively to German law, to the extent permitted. Legal recourse is excluded.

Data protection

In order to carry out and process the campaign, we process your personal data, such as your first and last name, email address and postal address, in accordance with Art. 6 (1) (b) GDPR. We will delete personal data as soon as the campaign has ended and the data is no longer required for the purposes stated above, provided that there is no other legal basis (e.g. commercial and tax law retention periods).

Further information can be found in our data protection information at scalable.capital/en/privacy.

Translations of these terms and conditions are for understanding purposes only. Only the German version of these terms and conditions is legally binding.