



IBUK INVESTMENT ISA ADDENDUM TO THE INTERACTIVE BROKERS (U.K.) LIMITED INTERACTIVE BROKERS LLC CLIENT AGREEMENT FOR INVESTMENT ISA HOLDERS WHO HAVE DESIGNATED AN INVESTMENT ISA FAMILY REPRESENTATIVE

This IBUK investment ISA addendum ("**Addendum**") applies to Interactive Brokers (U.K.) Limited ("**IBUK**") and Interactive Brokers LLC ("**IBLLC**") clients who are opening an IBUK Investment ISA and have designated an Investment ISA Family Representative to administer and manage your IBUK Investment ISA under the IBUK Agreement for Family Representative to Provide Non-Advisory Services to IBUK clients. IBUK is approved by HMRC as an ISA Manager under the ISA Regulations. IBUK will be responsible for providing your IBUK Investment ISA.

This Addendum modifies and supplements the IBUK and IBLLC Client Agreement and contains important terms and conditions that IBUK is required to give under the ISA Regulations. The IBUK and IBLLC Client Agreement shall remain in full force and effect subject always to the provisions set out in this Addendum. In this Addendum, capitalised words shall have the same meaning as set out in the IBUK and IBLLC Client Agreement unless otherwise defined in this Addendum. In the event of any conflict between the IBUK and IBLLC Client Agreement and this Addendum, the terms of this Addendum shall prevail with respect to specific ISA terms. In the event of any conflict between this Addendum and the ISA Regulations, the ISA Regulations will take precedence over this Addendum.

Please note IBUK only provides investment ISAs (including, junior investment ISAs) and does not provide cash ISAs (including, junior cash ISAs).

1. Definitions

1.1 The following capitalised terms shall have the meanings set forth below:

- A. "**Excess ISA Subscription Limit Event**" shall mean in relation to your IBUK Investment ISA, an event that results in you exceeding the overall ISA subscription limit in total to any combination of permitted ISAs under the ISA Regulations (including a cash ISA, an investment ISA, and/or an innovative finance ISA), in the same Tax Year in breach of the ISA Regulations.
- B. "**Excess ISA Subscription Limit Event Transfer**" shall mean a transfer out of your excess cash holdings within your IBUK Investment ISA to your other IBUK account(s) (as determined by IBUK in its absolute discretion), subject always to the ISA Regulations and any other applicable laws.
- C. "**HMRC**" shall mean Her Majesty's Revenue & Customs.
- D. "**IBUK Agreement for Family Representative to Provide Non-Advisory Services to IBUK clients**" shall mean an agreement entered into between IBUK and the Family Representative in circumstances where a family representative is providing certain administrative and management services to an IBUK client.

E. **"IBUK Family Account Discretionary Trading Authorisation"** shall mean an agreement in place between IBUK and you used to designate an Investment ISA Family Representative to exercise, on a discretionary basis, certain authorisations granted by you and receive from IBUK certain information, in relation to your IBUK Investment ISA.

F. **"IBUK Investment ISA"** shall mean a stocks and shares ISA account provided by IBUK.

G. **"Income"** shall mean dividends and/or interest distributions.

H. **"Investment ISA Family Representative"** shall mean the entities and/or persons that are designated by you under an IBUK Family Account Discretionary Trading Authorisation in relation to your IBUK Investment ISA.

I. **"ISA"** shall mean an Individual Savings Account managed under the ISA Regulations. The term ISA under this Addendum **does not** include an ISA for people under the age of 18 (i.e., a Junior ISA), managed under the ISA Regulations.

J. **"ISA Manager"** shall have the meaning ascribed to it in the ISA Regulations.

K. **"ISA Regulations"** shall mean the Individual Savings Account Regulations 1998 (as amended from time to time) governing the ISA.

L. **"Non IBUK Investment ISA"** shall mean a stocks and shares ISA **not** provided by IBUK. Your Non IBUK Investment ISA may have previously been called a 'Stocks and Shares ISA'.

M. **"Potential Excess ISA Subscription Limit Payment"** shall mean a payment made by you to IBUK that would result, if the whole of such payment amount were to be applied to your IBUK Investment ISA, in you exceeding the overall ISA subscription limit in total to any combination of permitted ISAs under the ISA Regulations (including a cash ISA, an investment ISA, and/or an innovative finance ISA), in the same Tax Year in breach of the ISA Regulations.

N. **"Potential Excess ISA Subscription Limit Payment Transfer"** shall mean a transfer of part or all of a Potential Excess ISA Subscription Limit Payment out of your excess cash holdings held by or on behalf of IBUK in accordance with the fund deposit provisions under the IBUK and IBLLC Client Agreement (including, without limitation, through its affiliates) for your IBUK Investment ISA to your other IBUK account(s) (as determined by IBUK in its absolute discretion), subject always to the ISA Regulations and any other applicable laws.

O. **"Qualifying Investments"** shall mean qualifying investments (specified by applicable laws and made available by IBUK from time to time) that can be bought or sold by you and/or on your behalf for investment through an IBUK Investment ISA.

P. **"Tax Year"** shall mean a tax year beginning on 6 April in any calendar year and ending on 5 April in the following calendar year.

2. Your IBUK Investment ISA Application

2.1 You acknowledge that to be eligible to open an IBUK Investment ISA, you must:

A. be an individual person of at least 18 years of age;

B. be resident in the UK for tax purposes or, if not a UK resident, must perform duties as a Crown employee serving overseas which are treated as being performed in the UK, or be the spouse or civil partner of a Crown employee;

C. have not subscribed to another Investment ISA in the same Tax Year (unless you are transferring your current Non IBUK Investment ISA to IBUK as described in clause 4 (Transfers) of this Addendum). Furthermore, you undertake not to subscribe to another investment ISA in the same Tax Year following the opening of your IBUK Investment ISA; and

D. not exceed the overall subscription limit in total to any combination of permitted ISAs under the ISA Regulations (including a cash ISA, an investment ISA, and/or an innovative finance ISA), in the same Tax Year in compliance with the ISA Regulations.

2.2 To open an IBUK Investment ISA, you must complete the IBUK online Investment ISA application and complete the accompanying ISA declarations and supply all information and/or documents requested by IBUK in order for IBUK to comply with the ISA Regulations and any other applicable laws. IBUK reserves the right to refuse to open an IBUK Investment ISA unless and until all the requested information is provided, or for any other reason as IBUK determines in its absolute discretion.

2.3 Subject to the discretion referred to in clause 2.2 immediately above, and clause 4 below (Transfers), your IBUK Investment ISA will be opened when IBUK receives and has approved both a properly completed online application and your valid subscription. Any monies received before IBUK has notified you that your IBUK Investment ISA has been opened will be held as funds in your account in accordance with the fund deposit provisions under the IBUK and IBLLC Client Agreement.

3. Your Subscription

3.1 You confirm that you will only make subscriptions with your own money and not money belonging to another person.

3.2 The minimum subscription into an IBUK Investment ISA is £1. IBUK will only accept payments from a recognised financial institution (as determined by IBUK in its absolute discretion) and from an account held in your name. Unless IBUK expressly agrees otherwise, IBUK will not accept third party payments.

3.3 IBUK does not offer a 'flexible' IBUK Investment ISA, therefore any subscriptions that you make will count towards the annual subscription limit. The amount subscribed by you will not be reduced if you make a subsequent withdrawal.

3.4 You agree to comply with any and all investment limits that apply to ISAs in any Tax Year as directed by HMRC from time to time.

3.5 Where you make a Potential Excess ISA Subscription Limit Payment, you acknowledge and agree that IBUK may, but is not obliged to, (unless instructed to do so by HMRC), action a Potential Excess ISA Subscription Limit Payment Transfer (without prior notice to you) to facilitate your compliance with any and all ISA investment limits as specified under the ISA Regulations.

3.6 Upon the occurrence of an Excess ISA Subscription Limit Event, and were instructed to do so by HMRC, you acknowledge and agree:

3.6.1 IBUK will action an Excess ISA Subscription Limit Event Transfer (without prior notice to you) to facilitate your compliance with any and all ISA investment limits as specified under the ISA Regulations;

3.6.2 IBUK will adjust the cash balance within your IBUK Investment ISA following the Excess ISA Subscription Limit Event Transfer; and

3.6.3 such an Excess ISA Subscription Limit Event Transfer will be treated as a cash withdrawal from your IBUK Investment ISA. You are reminded that once funds are withdrawn from your IBUK Investment ISA, all ISA benefits are lost on those amounts withdrawn.

3.7 If you do not hold any other account(s) with IBUK, and to enable IBUK to action either (i) a Potential Excess ISA Subscription Limit Payment Transfer under clause 3.5; or (ii) an Excess ISA Subscription Limit Event Transfer under clause 3.6, as IBUK may determine in its absolute discretion, IBUK is authorised to open a new, and additional, IBUK account on your behalf (without seeking further authorisation from you), subject always to the ISA Regulations and any other applicable laws.

3.8 IBUK shall notify you (as soon as reasonably practicable) when it becomes aware of the occurrence of a Potential Excess ISA Subscription Limit Payment or an Excess ISA Subscription Limit Event and, if applicable, where IBUK opens a new and additional account with IBUK on your behalf (as described in clause 3.7 above), unless such notification is in breach of applicable law.

3.9 At your request, IBUK will remit a Potential Excess ISA Subscription Limit Payment Transfer (or an Excess ISA Subscription Limit Event Transfer were instructed to do so by HMRC) to your linked bank account used to fund your IBUK Investment ISA.

4. Transfer in of Non IBUK Investment ISA to IBUK

4.1 Should you wish to transfer your existing Non IBUK Investment ISA from another ISA Manager to IBUK, you will need to submit a transfer instruction to IBUK via IBUK's account management, and if, in IBUK's discretion IBUK decides to accept the transfer, IBUK will instruct your existing ISA Manager to transfer your relevant Non IBUK Investment ISA holdings to IBUK. Any money IBUK holds (including, without limitation, through its affiliates) in your IBUK Investment ISA (including money intended for investment) will be held as client money in accordance with the IBUK and IBLLC Client Agreement.

4.2 Where a Non IBUK Investment ISA is being transferred in this shall be by way of re-registration of the relevant Qualifying Investments.

4.3 Your transfer in will not be complete until IBUK has received all your relevant Non IBUK Investment ISA holdings from your previous ISA Manager, including any dividends.

4.4 You are not permitted to give, and IBUK and/or its affiliates will not accept, an order to trade on Non IBUK Investment ISA holdings until your relevant assets and/or funds have been received and registered in accordance with the IBUK and IBLLC Client Agreement. With that in mind, you acknowledge this may mean that you are out of the market for a certain period.

5. Transfer out of your IBUK Investment ISA to another ISA Manager, Withdrawal and Closure

5.1 You are entitled to transfer out your IBUK Investment ISA holdings whenever you choose, in part or in full. To do this, you will need to make a transfer application to your new ISA Manager. You cannot transfer your IBUK Investment ISA by closing it and paying the proceeds into a new ISA with the new ISA Manager. IBUK will only transfer your IBUK Investment ISA holdings to another ISA Manager as nominated by you following receipt of a valid transfer out instruction (which may be from your Investment ISA Family Representative on your behalf) and any other necessary documentation or consents.

5.2 Upon receipt of a valid transfer out instruction, and any other documents or required consents, IBUK will transfer out your IBUK Investment ISA holdings as soon as reasonably practicable following receipt of the aforementioned instructions and any other relevant documents or consents. The terms of a transfer out should be agreed between you (or your Investment ISA Family Representative on your behalf), IBUK and your new ISA Manager.

5.3 IBUK will allow you to sell part, or all of the investments held within your IBUK Investment ISA. Where requested by your or, if relevant, an Investment ISA Family Representative on your behalf,

proceeds from the sale of these investments will be paid into your IBUK Investment ISA as soon as reasonably practicable following the receipt of those instructions and any necessary documentation and consents.

5.4 You are reminded that once funds and/or sale proceeds are withdrawn from your IBUK Investment ISA, all ISA benefits are lost on those amounts. Any withdrawals not repaid to your IBUK Investment ISA or Non IBUK Investment ISA (as the case may be) in the same Tax Year cannot be repaid in the subsequent Tax Year without it counting towards the annual ISA allowance for that subsequent Tax Year.

5.5 You or your Investment ISA Family Representative on your behalf, may instruct IBUK to pay cash holdings within your IBUK Investment ISA into your nominated bank account.

5.6 You are entitled to close your IBUK Investment ISA in accordance with the account closure provisions under the IBUK and IBLLC Client Agreement.

6. ISA Holdings

6.1 ISA Regulations stipulate that you are only permitted to invest in certain instruments defined as Qualifying Investments.

6.2 You are not permitted to hold non-Qualifying Investments within your IBUK Investment ISA. Should it become apparent to IBUK that you are holding non-Qualifying Investments within your IBUK Investment ISA, IBUK will sell and liquidate all and any non-Qualifying Investments and credit any cash proceeds to your IBUK Investment ISA. You agree to pay all associated fees and charges in that regard.

6.3 Any investments and/or cash within your IBUK Investment ISA will be, and must remain, completely beneficially owned by you and you must not grant any rights or interests over the investments to any other person (for example, you must not allow your investments to be used as security for any borrowing).

7. Automatic Currency Conversion

7.1 IBUK will automatically convert currencies to facilitate transactions in Qualifying Investments denominated in a currency different from the base currency of your IBUK Investment ISA. To do this, IBUK will engage in "spot" currency transactions on your behalf in order to settle your buy orders or convert the proceeds of a sell order in Qualifying Investments denominated in a currency different from the base currency of your IBUK Investment ISA.

8. Payments of Income and Deductions

8.1 All and any Income received relating to your IBUK Investment ISA will be paid into your IBUK Investment ISA.

8.2 Dividends will be credited to your IBUK Investment ISA after the deduction of the HMRC applicable flat rate charge required by the ISA Regulations. This deduction is not refundable to you. The applicable flat rate charge is subject to variation by HMRC from time to time and the appropriate rate will be levied at the relevant time. The actual tax treatment of your Investment ISA depends on your individual circumstances and may be subject to change in the future.

9. Your Bankruptcy

9.1 The tax advantages of your IBUK Investment ISA will cease if you become bankrupt. IBUK will not accept any further subscriptions from you after notification of your bankruptcy. The appointed trustee or official receiver will become the beneficial owner of the assets in your IBUK Investment ISA. Any tax reclaimed on income received after the date on which the trustee or official receiver was appointed will be returned to HMRC.

10. Your Death

10.1 In the event of your death, the assets in your IBUK Investment ISA will continue to benefit from some tax advantages until the earlier of:

- A. the completion of the administration of your estate;
- B. the closure of your IBUK Investment ISA; or
- C. the third anniversary of your death.

10.2 No new subscriptions can be made into your IBUK Investment ISA after your death.

10.3 Upon receipt of all the required documentation, IBUK will act on instructions of your legally appointed representatives/your subject always to the ISA Regulations and any other applicable laws.

11. The Role of the Investment ISA Family Representative

11.1 If you carry out any of the IBUK Investment ISA transactions via an authorised Investment ISA Family Representative, you represent and warrant on a continuing basis that, except as validly notified to IBUK in accordance with the terms of this Addendum, there is in place a validly executed and continuing family representative agreement with the Investment ISA Family Representative and an IBUK Family Account Discretionary Trading Authorisation granting the Investment ISA Family Representative certain authorisation in relation to the IBUK Investment ISA.

11.2 You agree that no purported Investment ISA Family Representative may exercise any discretions in relation to your IBUK Investment ISA without having in place a validly executed and continuing IBUK Family Account Discretionary Trading Authorisation (as determined by IBUK acting in its sole discretion from time to time) granting the Investment ISA Family Representative the relevant authorisations.

11.3 You agree that IBUK and its affiliates may, at their sole discretion refuse to act upon the instructions of an Investment ISA Family Representative or terminate the access of an Investment ISA Family Representative to your IBUK Investment ISA if they reasonably believe that the Investment ISA Family Representative or a purported Investment ISA Family Representative is acting outside of its authorisation or any other requirements of IBUK, you or applicable laws.

11.4 You acknowledge and agree that you are solely responsible for ensuring that you only engage, and, to the extent relevant, shall procure that the Investment ISA Family Representative only engages, in transactions which are (i) in accordance with your instructions, and (ii) permitted under the ISA Regulations.

12. Monitoring

12.1 You acknowledge that IBUK and its affiliates will not supervise or monitor the Investment ISA Family Representative's activities.

12.2 You acknowledge and agree that IBUK and its affiliates shall not be responsible for monitoring, supervising or ensuring that your IBUK Investment ISA or any transactions in connection with your IBUK Investment ISA including those undertaken by an Investment ISA Family Representative conform to the ISA Regulations.

13. Your Cancellation Right

13.1 You have a maximum of 14 calendar days from your acceptance of these ISA terms in which to cancel your IBUK Investment ISA via IBUK's account management.

13.2 If you cancel your IBUK Investment ISA within the 14-day cancellation period, IBUK will sell any investments you have already purchased and IBUK will return to you the amount raised on the sale minus any loss we have reasonably incurred, or inclusive of any gain, which has been caused by market movements, subject always to applicable laws and regulations. Any charges incurred in the purchase or sale of your investments will not be refunded.

13.3 If you cancel your IBUK Investment ISA within the 14-day cancellation period, your IBUK Investment ISA and any subscriptions you have made to it will be deemed not to have existed for the purpose of calculating whether you have exceeded the annual ISA allowance, and you will be entitled to subscribe your maximum allowance to a new ISA in the current Tax Year.

13.4 If you decide to cancel the transfer of your Non IBUK Investment ISA from another ISA Manager to IBUK, that ISA Manager may not agree to accept the Non IBUK Investment ISA back. This may result in your Non IBUK Investment ISA being closed, and the tax benefits being lost.

14. Notices and Requests

14.1 You agree to notify IBUK immediately in writing by contacting IBUK Customer Service at isa@interactivebrokers.co.uk:

A. if your relationship with the Investment ISA Family Representative terminates or the Investment ISA Family Representative otherwise ceases to be authorised to act as an Investment ISA Family Representative or access the Customer's IBUK Investment ISA;

B. if your circumstances change, and you no longer meet the required ISA eligibility criteria, as any new subscriptions will not be permitted. IBUK may also need to put restrictions on any orders or transactions you may place; or

C. of any breaches of this Addendum.

14.2 You acknowledge and agree that IBUK and its affiliates may, from time to time, provide any competent authority (as determined by IBUK in its absolute discretion) with details of any proposed Investment ISA Family Representative.

15. IBUK's Liability

15.1 To the extent permitted by applicable laws, IBUK shall only be liable for any loss or damages incurred by you arising from IBUK's direct material breach of this Addendum. IBUK's total aggregate liability shall be limited to the highest aggregate monthly commissions and fees paid by you to IBUK.

16. Miscellaneous

16.1 You acknowledge and agree that the Investment ISA Family Representative is not an affiliate, employee, or agent of IBUK and its affiliates.

16.2 You acknowledge and agree that no employee of IBUK and its affiliates is authorised to provide advice, nor will they provide advice, in relation to your IBUK Investment ISA, activity on the IBUK Investment ISA, or in relation to compliance with ISA Regulations or applicable laws.

16.3 The title to any investments in your IBUK Investment ISA may be registered in:

A. IBUK's name;

B. the name of IBUK's nominee;

C. jointly in IBUK's name and your name; or

D. jointly in the name of IBUK's nominee and your name.

16.4 Where relevant, share certificates and other documents evidencing title to investments contained in your IBUK Investment ISA will be held by IBUK, or as IBUK may direct.

16.5 If you so elect, IBUK will arrange for you to receive a copy of the annual report and accounts issued by every company or other concern in respect of investments held in your IBUK Investment ISA.

16.6 If you so elect, IBUK will arrange for you to:

E. attend shareholders', securities holders' or unit holders' meetings to vote; and

F. receive, in addition to the annual reports and accounts mentioned above, any other information issued to shareholders, securities holders or unit holders.

16.7 Where IBUK delegates any of its functions or responsibilities under the terms agreed with you, IBUK will satisfy itself that the person to whom it delegates is competent to carry out those functions and responsibilities.

16.8 To the extent IBUK becomes aware of facts and circumstances that mean the provisions of the ISA Regulations are not satisfied, and as a result your IBUK Investment ISA is or will become void, IBUK will notify you of such facts and circumstances.

17. Taxation

17.1 If applicable, you acknowledge that your accounts (including, your IBUK Investment ISA) are subject to: (a) U.S. withholding tax on U.S. source dividends, and (b) U.S. tax reporting on Form 1042-S.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed electronically by their duly authorised representatives.