



## **Supplement to Interactive Brokers (U.K.) Limited and Interactive Brokers LLC Client Agreement in Connection with Trading Digital Assets with Paxos Trust Company Through the IBKR System**

### **1. General**

This supplement ("**Supplement**") to the Interactive Brokers (U.K.) Limited and Interactive Brokers LLC Client Agreement (as amended from time to time, the "**Client Agreement**") is made between you, Interactive Brokers (U.K.) Limited ("**IBUK**") and Interactive Brokers LLC ("**IBLLC**") and sets forth the terms under which IBLLC agrees (i) to allow you to access digital asset trading and custody services (the "**Paxos Services**") in an account in your name ("**Paxos Account**") at Paxos Trust Company ("**Paxos**") through the IBKR System and (ii) to provide certain cashiering services in connection with the settlement of transactions undertaken by your use of the Paxos Services.

You agree to be legally bound by the terms and conditions set forth in this Supplement. You understand and agree that you continue to remain bound by the terms and conditions of the Client Agreement which governs your account for trading securities and equity options at IBLLC ("**Brokerage Account**") and/or your account for trading futures and options on futures at IBLLC (together with the Brokerage Account, the "**IBUK Account**"), of which this Supplement forms a part (such Client Agreement, together with this Supplement and any other supplements, annexes, schedules or exhibits, the "**Agreement**"), and that all terms and conditions in the Client Agreement, including, without limitation, the "*Arbitration Agreement*" provisions, shall also govern the relationship between IBLLC, IBUK and you with regard to any services contemplated by this Supplement. Any terms not defined in this Supplement are as defined in the Client Agreement.

### **2. Cryptocurrency / Digital Asset Brokerage and Custody Services Provided Solely by Paxos Trust Company; No Recourse to IBLLC or IBUK for Losses in Paxos Account**

IBLLC agrees to provide you access to the Paxos Services solely as an ancillary service to the securities execution and custody services contemplated by the Client Agreement. You understand and agree that the Paxos Services are provided solely by Paxos and not by IBLLC or IBUK. Paxos provides the Paxos Services pursuant to Paxos' Exchange Terms and Conditions between you and Paxos, to which you have separately agreed. No order to trade a digital asset is accepted until it is accepted by Paxos.

**You acknowledge and agree that neither IBLLC nor IBUK are responsible for any trading or other losses (including, without limitation, losses due to theft, fraud,**

cybersecurity breach, loss of control of private keys, or any other loss arising from trading, transferring, or holding digital assets with Paxos) resulting directly or indirectly from or in connection with your relationship with Paxos and/ or your trading, transferring or holding of digital assets, including activity or holdings in your Paxos Account.

### 3. Trade Funding Requirements; Cash Management Options; Full Funding Requirement for Orders to Purchase Digital Assets

You shall designate either your Brokerage Account or Paxos Account (but not both) as the source of funds for payment of orders to purchase digital assets ("**Payment Source Account**"). You shall not use the IBKR System to enter orders to purchase digital assets for an amount (including commissions) greater than the cash available in your selected Payment Source Account. Any order for trade value (including commissions) exceeding the cash available in your Payment Source Account is subject to rejection. Notwithstanding the above, if you place an order with Paxos to purchase digital assets for trade value (including commissions) in excess of the cash available in your Payment Source Account and such order is not rejected, you acknowledge and agree that you are liable for the full amount of such order.

**IBLLC reserves the right to set limits on (i) the total assets in your Paxos Account and/or (ii) the balance of Crypto Assets in your Paxos Account without prior notice to you, and to reject instructions from you that would result in exceeding such limits.**

### 4. Payment Source Account; Cash Management Options; Trading Requirements

You must conduct transactions in Crypto Assets in accordance with the designated option for your Payment Source Account:

#### A. Brokerage Account (Automatic Cash Movement by IBLLC; Limited Available Crypto Assets)

If you designate your Brokerage Account as your Payment Source Account, you may enter orders to purchase digital assets for an amount (including commissions) not greater than the withdrawal limit (subject to any limitations on cash withdrawals under Federal Reserve Board Regulation T (12 CFR §220) and/or IBLLC house initial margin requirements) in your Brokerage Account as of the time of the order (the "**Cash Withdrawal Limit**"). The following terms apply if you designate your Brokerage Account as your Payment Source Account:

- i. **Available Crypto Assets.** You may purchase and trade Bitcoin (BTC), Ethereum (ETH), Litecoin (LTC), and Bitcoin Cash (BCH) (collectively, the "**Platform Assets**").
- ii. **Automatic Cash Movement By IBLLC; Authority to Transfer Funds Between Brokerage Account and Paxos Account in Connection with Trading in your Paxos Account.** You hereby authorize and instruct IBLLC to make payment (the "**Transfer Instructions**") to Paxos on your behalf for any executed purchase of digital assets (including both the cost of the digital assets and the commission charged by Paxos) arising from any order you have

placed with Paxos through the IBKR System. Such payment will be treated as a withdrawal of funds from your Brokerage Account and corresponding deposit of funds to your Paxos Account. You hereby authorize and instruct IBLLC to sweep to your Brokerage Account any proceeds (net of commission) in your Paxos Account resulting from the sale of digital assets. Such sweep will be treated as a withdrawal of funds from your Paxos Account and corresponding deposit of funds in your Brokerage Account.

- iii. **Limited Trading Hours.** You understand and acknowledge that digital assets generally trade 24/7, and their prices may change dramatically over the weekend, **but** that the IBKR System **does not** provide 24/7 access to trading at Paxos, and that this may expose you to additional risk of loss on your digital asset positions, or to loss of trading opportunities that might have been profitable, as a result of IBKR System downtime, scheduled or otherwise. **In addition to the waivers in Section 2 above, you agree to waive any claim against IBLLC or IBUK for compensation as a result of either losses in value of your position or loss of trading opportunities in digital assets resulting from IBKR System downtime and/or the inability to place orders with Paxos at certain times, or in the event that a Client Conditional Order (as defined in Section 8 below) is submitted to Paxos substantially after the occurrence of the triggering condition for that Conditional Order or not at all.**

Please see the *Risk Disclosure for Trading Digital Assets with Paxos Trust Company Through the IBKR System* for more information.

B. Paxos Account (Manual Cash Movement; All Paxos-supported Crypto Assets Available)

If you designate your Paxos Account as your Payment Source Account, you may enter orders:

- i. to purchase digital assets for an amount (including commissions) not greater than the amount of cash in your Paxos Account at the time of the order.
- ii. for Crypto Assets at any time the Paxos Web App is available.

The following terms apply if you designate your Paxos Account as your Payment Source Account:

- iii. **Available Crypto Assets.** In addition to the Platform Assets, you may purchase crypto assets that Paxos makes available on its provided web app accessed via the Site located at [ibkr.paxosclients.com](http://ibkr.paxosclients.com) ("**Paxos Web App**") but which IBLLC may not make available for trading through the IBKR System.
- iv. **Manual Cash Movement By You.** Before entering orders to purchase digital assets, your Paxos Account must hold sufficient cash to cover the entire amount of the transaction (including commissions). You are solely responsible for directing cash between your Paxos Account and your Brokerage Account. **All transfers of funds to and from your Paxos Account must be instructed during regular banking hours (from 8 am to 4 pm New York City time) to**

**be effective the day instructed.**

- v. **Orders for Certain Crypto Assets Must Be Entered Through the Paxos Web App.** You must utilise the Paxos Web App to enter buy and sell orders for crypto assets other than the Platform Assets. You may enter buy and sell orders for the Platform Assets through either the Paxos Web App or the IBKR System.

## 5. **No Margin Value; No Lien**

Assets (whether digital or cash) in your Paxos Account will not be assigned any margin value for purposes of determining your IBUK Account's compliance with either securities or commodities margin requirements. You must ensure that the equity in your IBUK Account is sufficient at all times to meet any margin requirements on your IBUK Account without regard to any assets in your Paxos Account.

**Notwithstanding any other provision of the Agreement, IBLLC shall have no lien or security interest over the assets held in your Paxos Account.**

## 6. **Fraudulent Transfers**

### A. Definitions

- i. **Fraudulent Transfer:** For the purposes of this Agreement, a "**Fraudulent Transfer**" shall mean any revocable transfer of funds or securities into the Brokerage Account (including, without limitation, ACH deposits and transfers via the Automated Customer Account Transfer Service ("**ACATS**")) which is subsequently revoked.
- ii. **Fraudulently Purchased Digital Assets:** For the purposes of this Agreement, a "**Fraudulently Purchased Digital Asset**" shall mean any digital asset purchased in your Paxos Account by means of funds derived from or traceable to a Fraudulent Transfer, or which could not otherwise have been purchased but for a Fraudulent Transfer.

**B. You hereby irrevocably authorise and instruct IBLLC to liquidate any Fraudulently Purchased Digital Assets and to transfer the cash proceeds thereof (and any other cash balance in your Paxos Account funded by or resulting from a Fraudulent Transfer) to your Brokerage Account.**

C. Nothing in this paragraph shall be construed to place any lien on behalf of IBLLC, IBUK or Paxos on the assets in your Paxos Account or to authorize any liquidation of assets in your Paxos Account solely by reason of a margin deficiency or debt in your IBUK Account.

## 7. **Assets in Custody of Paxos Not Subject to Customer Protection Rule, SIPC Protection or FSCS Protection:**

You understand that once funds are transferred from your Brokerage Account to your Paxos Account, the funds are subject to the control of Paxos and in the custody of Paxos and not of IBLLC or IBUK.

**You further understand that your assets held in your Paxos Account, including any digital assets or any fiat currency funds, will not benefit from the protections of the Customer Protection Rule (Rule 15c3-3) under the U.S. Securities Exchange Act of**

**1934, the insurance protections of the Securities Investor Protection Act ("SIPA") which apply to your Brokerage Account or protection under the UK Financial Services Compensation Scheme.**

**8. Withdrawals and Transfers; No Liability.**

Paxos may make available you the ability to make withdrawals-in-kind of digital assets from your Paxos Account, either via the Paxos Web App or otherwise. You are responsible for verifying the accuracy and completeness of all transaction information and instructions in connection with any withdrawal or transfer of digital assets, including but not limited to the destination address, type, and amount of digital assets. You understand and agree that IBLLC and IBUK have no liability or responsibility in the event that: (1) you provide incorrect transaction information; (2) you attempt to transfer digital assets that are not supported by Paxos and/or the destination address; (3) Paxos makes any error in processing a transfer; or (4) a transfer is rejected for processing for any reason.

You further understand and agree that digital asset transfers (even when in a pending state) cannot be reversed once they have been broadcast to the relevant blockchain network or communicated to the relevant exchange. Additionally, transfers between your Paxos Account and other account you hold at Paxos, cannot be reversed once Paxos receives the applicable instruction.

**9. Conditional Orders:**

In certain instances, IBLLC permits clients to create orders in Platform Assets which are to be submitted only upon the occurrence of some future event ("**Conditional Orders**"), which event may or may not occur. Examples of such orders include, without limitation, "*Good After Time*" orders and orders that are only to be submitted upon a certain index value or asset price threshold being crossed.

You hereby acknowledge and agree that when you enter a Conditional Order, you are requesting that IBLLC, acting as a platform provider to Paxos, submit an order to Paxos with the specified terms **only upon the occurrence of the specified event, and that such order is not accepted until submitted to Paxos by IBLLC and accepted by Paxos.**

You acknowledge that, as set forth above, the IBKR System does not operate 24/7, and that the triggering event you have specified for any Conditional Order may occur during IBKR System downtime, and that accordingly, your Conditional Order may not be submitted until substantially after the occurrence of the triggering condition, or may not be submitted at all.

**The Client Agreement, which this Supplement forms a part of, contains a pre-dispute arbitration agreement in Appendix 5. By signing this Supplement, you acknowledge that this Agreement contains pre-dispute arbitration provisions and that you have received, read and understood the terms of such provisions.**

**Please see the Risk Disclosure for Trading Digital Assets with Paxos Trust Company Through the IBKR System for more information.**