

**IBIE TBSZ ADDENDUM
TO THE INTERACTIVE BROKERS IRELAND LIMITED CUSTOMER AGREEMENT**

This IBIE TBSZ Addendum (“**Addendum**”) applies to Interactive Brokers Ireland Limited (“**IBIE**”) clients who are opening a TBSZ account (as defined below) under section 67/B of the Hungarian Act CXVII of 1995 (as amended) on the personal income tax (“**PITA**”). IBIE will be responsible for opening and maintaining your TBSZ account in accordance with PITA.

This Addendum modifies and supplements the IBIE Customer Agreement (“**Customer Agreement**”) and contains important terms and conditions that IBIE is required to give under PITA. The Customer 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 Customer Agreement unless otherwise defined in this Addendum. In the event of any conflict between the Customer Agreement and this Addendum, the terms of this Addendum shall prevail with respect to specific TBSZ terms. In the event of any conflict between this Addendum and PITA, PITA will prevail.

IT IS AGREED AS FOLLOWS:

1. Scope

- 1.1 Subject to Clause 2.1, IBIE offers eligible clients the opportunity to conclude an agreement for opening and managing a so-called long-term securities investment account (“**TBSZ account**”) to hold money and/or financial instruments (together “**Assets**”).
- 1.2 A TBSZ agreement shall be concluded via the IBIE platform subject to and in accordance with the terms of this Addendum and the Customer Agreement for each calendar year in which a TBSZ account is opened at IBIE (“**TBSZ Agreement**”) (so, for the avoidance of doubt, you may have between one (1) and six (6) ‘TBSZ Agreements’ in place at any one time (and accordingly an equivalent number of TBSZ accounts)), as further described in Clause 4 (Term of each TBSZ Account). You can only conclude one TBSZ Agreement with IBIE in any calendar year.
- 1.3 A TBSZ Agreement may be concluded only if you have already entered the Customer Agreement with IBIE, or simultaneously enter into the Customer Agreement. Each TBSZ account opened pursuant to the TBSZ Agreement shall constitute a sub-account to your primary (non-TBSZ) account opened pursuant to the Customer Agreement.
- 1.4 Pursuant to a TBSZ Agreement, the parties agree that they shall apply section 67/B of PITA with respect to any Assets paid specifically into the register of time deposits (“*lekötési nyilvántartás*”) via a TBSZ account, and especially to the amounts which at the end of the relevant term (as set out in Clause 4 (Term of each TBSZ Account)) or upon the breaking/lapsing of a long-term deposit, may exceed your original subscription. When maintaining any TBSZ accounts, IBIE will also apply related provisions of PITA such as section 67/A on controlled capital markets transactions. Entry into the register of time deposits is conditional on your compliance with Clause 2.1, and in particular Clause 2.1(d) (minimum deposit).

2. Your TBSZ Application

- 2.1 You acknowledge that to be eligible to open a TBSZ account, you must:
 - (a) be a natural person;
 - (b) be tax resident in Hungary for tax purposes, possess a Hungarian tax identification number and be applying PITA to your personal income;
 - (c) not have opened (or applied for the opening of) another TBSZ account with IBIE in respect of the same accumulation year (and you shall not subsequently apply for the same); and
 - (d) upon opening the TBSZ account, deposit a minimum of HUF 25,000 (or its equivalent in another currency).

2.2 To open a TBSZ account, you must complete the IBIE TBSZ account online application, complete the accompanying declarations (if any) and supply all information and/or documents requested by IBIE in order for IBIE to comply with PITA and/or any other Applicable Laws. IBIE reserves the right to refuse to open a TBSZ account unless and until all the requested information is provided, or for any other reason as IBIE determines in its absolute discretion.

3. Your TBSZ Account

3.1 Further to Clause 1.3, your TBSZ account constitutes a sub-account to your primary (non-TBSZ) account, accordingly, any restriction or limitation placed on your primary (non-TBSZ) account shall automatically apply to any and all TBSZ accounts.

3.2 In opening a TBSZ account, you represent and warrant that you have read and understood both (i) the terms of this Addendum; and (ii) the relevant provisions of PITA.

3.3 You acknowledge and agree that:

- (a) IBIE and its affiliates shall not be responsible for monitoring, supervising or ensuring that your TBSZ account or any transactions in connection with your TBSZ account conform to PITA;
- (b) the beneficial tax treatment related to your TBSZ account applies only to personal income payable under PITA and does not extend to taxes, duties, levies, fees and/or other payables which may be applied outside of Hungary with respect to financial instruments issued, traded, held in custody or settled outside of Hungary;
- (c) IBIE shall, in its sole discretion, determine the scope of available instructions, services, products, financial instruments and/or currencies available in respect of your TBSZ account. Accordingly, the products and services available in connection with your TBSZ account may differ from those for non-TBSZ accounts;
- (d) if you give more than one instruction in relation your TBSZ account (and the earlier instruction has not been executed and conflicts with a more recent instruction), then the most recent instruction will prevail and the previous instruction shall be treated as ineffective and shall be ignored;
- (e) funds may only be paid into your TBSZ account and registered into the time deposit register in the period between the conclusion of the TBSZ Agreement and the end of that particular calendar year. Once that accumulation year ("**Year Zero**") has ended then no further payments or transfers of any kind may be made into your TBSZ account (except as set out in Clause 5.2(a) (transfers-in));
- (f) funds paid into your TBSZ account shall not be considered to be a money deposit as regulated by sections 6:390-399 of the Hungarian Civil Code; and
- (g) if the Customer Agreement, this Addendum and/or any TBSZ Agreement is terminated for any reason, such termination may result in the loss of tax benefits/waivers associated with your TBSZ account.

3.4 Assets held in any TBSZ account shall be segregated from Assets held in any other TBSZ (or non-TBSZ) account in your name for collateral purposes . Any obligation to post or maintain collateral shall be calculated on a per account basis and accordingly no financial instruments in any TBSZ account shall be considered collateral with respect to any other TBSZ (or non-TBSZ) account (and vice versa). IBIE may charge Costs and Charges separately to the corresponding TBSZ account(s) instead of charging your primary (non-TBSZ) account.

3.5 Financial instruments in your TBSZ account are not eligible for participation in IBIE's Stock Yield Enhancement Programme.

3.6 The following are treated as deposits/payments into your TBSZ account ("*befizetés*"):

- (a) transfer of HUF/another currency into the TBSZ account; and
- (b) where, immediately after the end of the five (5) year term (see Clause 4.1), the Assets in the TBSZ account are re-deposited (pursuant to a new TBSZ Agreement, concluded by the last day of the previous five (5) year term, as further described in Clause 4.4 (Renewal)).

3.7 If you end up with a negative cash (money) balance in any TBSZ account (even if, on a consolidated basis, aggregating the value of financial instruments in the TBSZ account, the account has a positive balance) then IBIE may:

- (a) liquidate any of your financial instruments in the same TBSZ account to cover the shortfall in accordance with clause 4(A)(vi) of the Customer Agreement; or

(b) terminate the TBSZ Agreement related to a particular TBSZ account and, after liquidating open positions/financial instruments, transfer/consolidate any subsequent balance (whether positive or negative) as well as any claim by IBIE related to that TBSZ account with the balance of your primary (non-TBSZ) account.

3.8 IBIE shall not have any responsibility for, or have any obligations to you in respect of, any Assets unless and until actually received by IBIE. IBIE will credit your TBSZ account with any income, dividends, interest or other entitlements (including any non-cash (money) distributions) (“**Income**”) received, but subject to the below and unless otherwise explicitly stated, IBIE shall not be responsible for claiming any entitlement or benefit you may have under any applicable taxation treaties or arrangements on your behalf. Income may be received by IBIE net of local withholding or similar taxes or deductions and IBIE may, if required to do so to comply with Applicable Law, itself withhold or deduct tax or other amounts from Income received.

4. Term of each TBSZ Account

4.1 The term of each TBSZ account shall be five (5) years (not including Year Zero). The term starts on January 1st of the year immediately after Year Zero (Year Zero being the year in which the TBSZ Agreement was concluded and the funds were deposited in accordance with Clause 2.1(d)) (minimum deposit). Notwithstanding the foregoing, you may, before the end of the first three (3) years (of the five (5) year term):

- (a) notify IBIE that you do not want to keep the Assets in the TBSZ account for the remainder of the five (5) year term following which, on the last business day of the three (3) year period, IBIE shall delete the Assets from the register of time deposits and shall end the register of time deposits associated with such TBSZ Agreement. The relevant TBSZ Agreement shall be deemed to terminate on December 31st of the three (3) year period, at which time such Assets shall be transferred to your primary (non-TBSZ) account or to another account designated by you; or
- (b) notify IBIE that you wish to partially withdraw Assets at the end of the three (3) year period, in which case, IBIE shall delete those Assets from the register of time deposits on the last working day of the three (3) year period, with the remainder of Assets remaining in the TBSZ account and registered in the register of time deposits for the next two (2) calendar years. If you choose this option, you must instruct IBIE as to the Assets to be deleted from the register of time deposits.

In respect of the foregoing, you acknowledge that IBIE shall not be obliged to act upon any instructions that:

- (i) are incomplete or which IBIE reasonably believes to be contrary to PITA or any other Applicable Laws, this Addendum and/or the Customer Agreement;
- (ii) (in the case of (b)) relate to any designated financial instrument which is (wholly or partially) unavailable at the end of the three (3) year period; and/or
- (iii) (in the case of (b)) would result in the account holding a value of less than HUF 25,000 (or its equivalent in another currency). If your instruction would leave less than HUF 25,000 in the TBSZ account, it will be interpreted in accordance with (a) above.

4.2 If you do not issue valid instructions in accordance with Clause 4.1, IBIE shall interpret this as your desire to keep the Assets deposited within the TBSZ account for the entire term.

4.3 You acknowledge and agree that (other than as expressly permitted by Clause 4.1(b), if you instruct IBIE to withdraw any Assets from your TBSZ account prior to the end of the five (5) year term, the relevant TBSZ Agreement shall be deemed to automatically terminate, resulting in the deletion of all of the deposited Assets from the register of time deposits.

4.4 **Renewal.** Section 67/B of PITA allows the parties to re-conclude a TBSZ Agreement after the end of the then-current five (5) year term. In this respect, you may notify IBIE of your intention to roll-over the TBSZ account within the IBIE platform by marking the account for roll-over which will have the effect of opening a new account (if not already opened in accordance with Clause 2.2) and creating a new register of time deposits. Subject to your continued satisfaction of Clause 2.1, any Assets held in the expiring TBSZ account will be re-deposited in the new TBSZ account (pursuant to a new TBSZ Agreement, concluded by the last day of the preceding five (5) year term) on January 1st of the following calendar year. For these purposes, year five (5) of the preceding term shall be deemed to be Year Zero of the subsequent term and you shall be entitled to deposit further funds into the new TBSZ account from opening until the end of that

calendar year. You can also effect a partial roll-over by designating the Assets to be re-deposited in which case IBIE shall delete from the register of time deposits the Assets with respect to which no roll-over instruction was received and subsequently credit such Assets to your primary (non-TBSZ) account.

4.5 If you do not mark your TBSZ account for roll-over in accordance with Clause 4.4, your account shall automatically terminate at the end of the five (5) year term without further notice from IBIE, following which IBIE shall delete from the register of time deposits any previously registered Assets and subsequently credit the same to your primary (non-TBSZ) account.

5. Transfers

5.1 IBIE shall publish the list of the types of financial instruments which it does not accept as part of inbound TBSZ account transfers or which IBIE does not allow for outbound transfers from (former or current) TBSZ accounts, along with any other restrictions referred to under Clause 3.3(c) on the IBIE website.

5.2 Subject to this Clause 5, you may:

- (a) transfer-in (by closing your TBSZ account(s) with another investment firm or credit institution (“**Third Party**”)) the entire volume of Assets registered in the register of time deposits and held with that Third Party into your TBSZ account(s) at IBIE; or
- (b) transfer-out (by closing your TBSZ account(s) at IBIE) the entire volume of Assets registered in the register of time deposits to a Third Party, provided that in both cases (a) or (b) the account(s) from which the transfer is made and the account(s) to which the transfer is made belong to you (i.e. are registered in your name).

5.3 Transfers under Clause 5.2(a) (transfers-in) are subject to IBIE’s receipt of any and all relevant information, data and documents required by IBIE in order to comply with PITA and/or other Applicable Laws. It is your responsibility to provide any such information, data and documents and IBIE reserves the right to suspend any transfer(s), and/or to return Assets received, if any information, data or documents are not provided (or you otherwise fail to comply with your obligations under PITA, this Addendum or the Customer Agreement). Where IBIE is unable to accept any Assets pursuant to Clause 5.1, IBIE shall be entitled to reject the transfer and/or return Assets received and IBIE shall not credit any such Assets to your TBSZ account(s). Where IBIE accepts a transfer-in of Assets, if you already have a TBSZ account with IBIE which was registered in the same calendar year as the account in respect of which the transfer is to take place, then IBIE shall register the received Assets into that account. If the Assets to be transferred to IBIE were registered in a calendar year in which you did not conclude a TBSZ Agreement with IBIE, then a new TBSZ account will be opened into which IBIE shall register the Assets with respect to that calendar year (and consequently a new TBSZ Agreement shall be deemed concluded). You shall be liable for any fees, costs or expenses incurred by IBIE in respect of the foregoing (which shall be treated as Costs and Charges).

5.4 Transfers under Clause 5.2(b) (transfers-out) are subject to IBIE’s receipt of an order to transfer the entire volume of Assets registered in the register of time deposits for the relevant TBSZ account(s). IBIE shall initiate the transfer only after any and all conditions and/or obligations set out in PITA, this Addendum and/or the Customer Agreement have been fulfilled (including, without limitation, the payment of any Costs and Charges). In connection with any transfers-out, IBIE shall (upon reasonable request) provide such information and/or documents as are ordinarily collected or provided by IBIE in accordance with PITA and/or other Applicable Laws (or otherwise in connection with the Customer Agreement) with respect to the to-be-transferred Assets. For the avoidance of doubt, IBIE shall not be obliged to provide any other information or documents requested by a Third Party. You acknowledge and agree that it is your responsibility to ensure that any requests for information or documents are raised in sufficient time prior to the desired transfer date, IBIE shall have no liability to you if any transfer is delayed as a result of your failure to comply with the foregoing. IBIE shall initiate transfers-out in accordance with your instructions. IBIE does not verify such instructions, nor does it accept any liability for errors or omissions in your instructions (e.g. if you instruct IBIE to send Assets to a non-TBSZ account or an account that does not exist), including (without limitation) (i) any Costs and Charges incurred in relation to the transfer of Assets back to IBIE; and/or (ii) the loss of any tax benefits/waivers. Without prejudice to the foregoing, IBIE may, prior to initiating any transfers-out, request that the Third Party confirms its acceptance of the Assets.

5.5 Any Assets deleted from the register of time deposits shall be automatically transferred (subject to any applicable restrictions) to your primary (non-TBSZ) account, or to another account designated by you.

5.6 IBIE may, prior to a transfer from a TBSZ account, request that some or all of the open positions in financial instruments which are not transferable securities in accordance with Clause 5.1 be liquidated (such that only money and transferable financial instruments get transferred). IBIE may refuse to execute the transfer until such positions have been liquidated.

6. Notices and Requests

6.1 You agree to notify IBIE immediately in writing by contacting ibie_compliance@interactivebrokers.ie if your circumstances change, including your Hungarian tax residency for personal income tax purposes, and you no longer meet any eligibility criteria set out in Clause 2.1 or otherwise in PITA, as any new subscriptions will not be permitted. IBIE may also need to put restrictions on any orders or transactions you may place involving any TBSZ account(s).

6.2 You agree to notify IBIE immediately upon becoming aware of any breaches of this Addendum.

6.3 IBIE does not accept any liability which may result from your failure to notify IBIE of the foregoing (or any other information relevant to your tax status) in a timely manner.

7. IBIE's Liability

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

8. Termination

8.1 The termination of a TBSZ Agreement (or the breaking/lapsing of a long-term deposit) for any reasons does not automatically terminate this Addendum, the Customer Agreement or any other TBSZ Agreement between the parties. The termination of the Customer Agreement does however terminate this Addendum and any and all TBSZ Agreements between the parties, which may result in the loss of tax-exempt/tax-beneficial status for the Assets registered in the corresponding register(s) of time deposits.

8.2 If you are in breach of this Addendum including (without limitation) if you no longer possess a valid Hungarian personal tax identification number ("*adóazonosító jel*") then IBIE may terminate any TBSZ Agreement(s) in accordance with clause 14(B)(ii) of the Customer Agreement in which case all Assets will be deleted from the register of time deposits.

9. Miscellaneous

9.1 Costs and Charges applicable to TBSZ accounts are as specified on the 'Pricing' section of the IBIE website. Where no such specific fees are published with respect to TBSZ accounts, then the Costs and Charges applicable to client accounts generally shall apply.

9.2 You acknowledge and agree that no employee of IBIE and/or its affiliates is authorised to provide advice, nor will they provide advice, in relation to any TBSZ Agreement(s), any TBSZ account(s), activity on such account(s) or in relation to compliance with PITA or other Applicable Laws.

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

9.4 To the extent IBIE becomes aware of facts and circumstances that mean the provisions of PITA are not satisfied, and as a result your TBSZ account is or will become void, IBIE will notify you of such facts and circumstances on a reasonable efforts basis.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed electronically.