



## IBUK TRUST ACCOUNT ADDENDUM TO THE INTERACTIVE BROKERS (U.K.) LIMITED AND INTERACTIVE BROKERS LLC CLIENT AGREEMENT FOR TRUST ACCOUNT HOLDERS WHO ARE SMALL SELF-ADMINISTERED SCHEMES

This trust account addendum ("**Addendum**") applies to Interactive Brokers (U.K.) Limited ("**IBUK**") and Interactive Brokers LLC ("**IBLLC**") clients who are a SSAS (as defined below) and opening an IBUK trust account. IBUK will be responsible for providing your IBUK trust account.

This Addendum modifies and supplements the IBUK and IBLLC Client Agreement. 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 IBUK trust account terms for the SSAS.

### Please note this Addendum does not apply to IBUK SIPP Account Holders.

1. **Definitions:** The following capitalised terms shall have the meanings set forth below:
  - A. "**Application**" means the IBUK trust account online application available on the IBUK Website for completion by the SSAS Trustee and the SSAS Administrator.
  - B. "**HMRC**" means Her Majesty's Revenue & Customs.
  - C. "**IBUK Discretionary Trading Authorisation**" shall mean an agreement in place between IBUK and you used to designate a SSAS Advisor to exercise, on a discretionary basis, certain authorisations granted by you and receive from IBUK certain information, in relation to your IBUK trust account.
  - D. "**IBUK Fully Disclosed Clearing Agreement**" shall mean an agreement entered into between IBUK and the Introducing Broker in circumstances where an introducing broker is providing certain services to an IBUK client.
  - E. "**IBUK Website**" www.ibkr.co.uk.
  - F. "**Introducing Broker**" shall mean the entities and/or persons that have introduced you to IBUK under an IBUK Fully Disclosed Clearing Agreement and may communicate instructions and orders to IBUK in relation to your IBUK trust account.
  - G. "**SIPP**" shall mean a IBUK client's self-invested personal pension.
  - H. "**SSAS**" means the occupational pension scheme registered with HMRC primarily designed for the management team of private companies that normally has fewer than 12 members and provided money purchase pension benefits, which is stated in the Application to which your IBUK trust account relates.
  - I. "**SSAS Administrator**" means the entity or person responsible to HMRC for the SSAS.
  - J. "**SSAS Advisor**" shall mean the entities and/or persons that are designated by you under an IBUK Discretionary Trading Authorisation and any sub-Advisor designated or appointed to exercise any of the authorities of a SSAS Advisor from time to time.
  - K. "**SSAS Laws**" shall mean all applicable laws and regulations governing the SSAS.
  - L. "**SSAS Providers**" shall mean the SSAS Administrator and SSAS Trustee for the SSAS.
  - M. "**SSAS Rules**" shall mean the trust deed and rules for the SSAS.
  - N. "**SSAS Trustee**" means the entity or person(s) appointed as SSAS Trustee to the SSAS.
  - O. "**You**" and "**your**" shall mean the SSAS, acting through the SSAS Trustee(s).
2. You agree that no purported SSAS Advisor may exercise any discretions in relation to your IBUK trust account without having in place a validly executed and continuing IBUK Discretionary Trading Authorisation (as required by IBUK acting in its sole discretion from time to time) granting the SSAS Advisor the relevant authorisations.

3. 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 advisor agreement with the SSAS Advisor and an IBUK Discretionary Trading Authorisation granting the SSAS Advisor authorisation in relation to your IBUK trust account, and where applicable any Introducing Broker of you has entered into the IBUK Fully Disclosed Clearing Agreement for Introducing Brokers.
4. You agree that IBUK and its affiliates may, at their sole discretion refuse to act upon the instructions of a SSAS Advisor or Introducing Broker or terminate the access of a SSAS Advisor or Introducing Broker to your IBUK trust account if they reasonably believe that the SSAS Advisor or a purported SSAS Advisor or the Introducing Broker or a purported Introducing Broker is acting outside of its authorisation or any other requirements of IBUK, the SSAS Providers or applicable laws.
5. You acknowledge and agree that you are solely responsible for ensuring that you only engage, and, to the extent relevant, shall procure that the SSAS Advisor or Introducing Broker only engages, in transactions and adheres to borrowing limits which are (i) in accordance with your instructions, and (ii) permitted under the SSAS Laws and the SSAS Rules.
6. You acknowledge and agree that IBUK and its affiliates shall not be responsible for monitoring, supervising or ensuring that your IBUK trust account or any transactions in connection with your trust account, including those undertaken by a SSAS Advisor or Introducing Broker, conform to the SSAS Laws or the SSAS Rules.
7. You acknowledge and agree that IBUK and its affiliates may, from time to time, provide the SSAS Provider with details of any proposed SSAS Advisor, any Introducing Broker or SSAS Advisor.
8. You agree to notify IBUK immediately by contacting IBUK Customer Service in accordance with the notice provisions of the IBUK and IBLLC Client Agreement:
  - A. if your relationship with the SSAS Advisor or Introducing Broker terminates or the SSAS Advisor or Introducing Broker ceases to be authorised to act as a SSAS Advisor or Introducing Broker or access your IBUK trust account; or
  - B. of any breaches of this Addendum.
9. 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 limited to the highest aggregate monthly commissions and fees paid by you to IBUK.
10. You acknowledge that IBUK will not supervise or monitor the SSAS Provider's, Introducing Broker's or SSAS Advisor's activities.
11. You acknowledge that the IBUK trust account cannot be used for investing in or making loans to the sponsoring employer or its associates.
12. You acknowledge and agree that any relevant Introducing Broker, and/or SSAS Provider and/or SSAS Advisor is not affiliate, employee, or agent of IBUK.
13. You acknowledge and agree that no employee of IBUK or its affiliates is authorised to, and nor will they, provide advice in relation to your IBUK trust account, activity on your IBUK trust account, or in relation to compliance with SSAS Laws or the SSAS Rules.
14. If applicable, you acknowledge that your accounts (including, your IBUK trust account) 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 electronically executed by their duly authorised representatives.

Interactive Brokers (U.K.) Limited is authorised and regulated as an investment firm in the United Kingdom by the Financial Conduct Authority