



# IBUK TRUST ACCOUNT ADDENDUM TO THE INTERACTIVE BROKERS (U.K.) LIMITED FULLY DISCLOSED CLEARING AGREEMENT

This trust account addendum ("**Addendum**") applies to Interactive Brokers (U.K.) Limited ("**IBUK**") Introducing Brokers who have introduced the Participating Client to IBUK under an IBUK Fully Disclosed Clearing Agreement and may communicate instructions and orders to IBUK in relation to that Participating Client's IBUK trust account.

This Addendum modifies and supplements the IBUK Fully Disclosed Clearing Agreement for Introducing Brokers, in circumstances where an Introducing Broker is providing services to a Participating Client with an IBUK trust account. The IBUK Fully Disclosed Clearing Agreement for Introducing Brokers 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 Fully Disclosed Clearing Agreement for Introducing Brokers unless otherwise defined in this Addendum. In the event of any conflict between the IBUK Fully Disclosed Clearing Agreement and this Addendum, the terms of this Addendum shall prevail with respect to specific IBUK trust account terms for the Participating Client.

**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 and completed by the SSAS Trustee and the SSAS Administrator.
  - B. "**HMRC**" means Her Majesty's Revenue & Customs.
  - C. "**IBLLC**" means Interactive Brokers LLC.
  - D. "**IBUK and IBLLC Client Agreement**" shall mean an agreement entered into between IBUK and the Participating Client.
  - E. "**IBUK Discretionary Trading Authorisation**" shall mean an agreement in place between IBUK and Participating Client used to designate a SSAS Advisor to exercise, on a discretionary basis, certain authorisations granted by Participating Client, and receive from IBUK certain information, in relation to the Participating Client's IBUK trust account.
  - F. "**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.
  - G. "**IBUK Website**" [www.ibkr.co.uk](http://www.ibkr.co.uk).
  - H. "**Introducing Broker**" shall mean the entities and/or persons that are designated by the Participating Client under an IBUK Fully Disclosed Clearing Agreement that may communicate instructions and orders to IBUK in relation to the Participating Client's IBUK trust account.
  - I. "**Participating Client**" shall mean a client of IBUK who is a SSAS, acting through the SSAS Trustee(s), with an IBUK trust account.
  - J. "**SIPP**" shall mean a IBUK client's self-invested personal pension.
  - K. "**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 Participating Client's IBUK trust account relates.

- L. **"SSAS Administrator"** means the entity or person responsible to HMRC for the SSAS.
  - M. **"SSAS Advisor"** shall mean the entities and/or persons that are designated by Participating Client 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.
  - N. **"SSAS Laws"** shall mean all applicable laws and regulations governing the SSAS.
  - O. **"SSAS Providers"** shall mean the SSAS Administrator and SSAS Trustee for the SSAS.
  - P. **"SSAS Rules"** shall mean the trust deed and rules for the SSAS.
  - Q. **"SSAS Trustee"** means the entity or person(s) appointed as SSAS Trustee to the SSAS.
2. Introducing Broker represents and warrants on a continuing basis that:
    - A. it has entered into a valid and continuing agreement with the Participating Client in relation to the provision of investment services relating to the Participating Client's IBUK trust account and has at no time acted without one during the term of this Addendum;
    - B. it is validly authorised and qualified to conduct the investment services referred to at 2.a above;
    - C. it is authorised by the Participating Client to act on their behalf and in the way required by the Participating Client and in accordance with the IBUK Fully Disclosed Clearing Agreement;
    - D. it has at no time acted outside of its authority granted by the Participating Client;
    - E. it has conducted its business with the Participating Client in accordance with applicable laws;
    - F. the Participating Client is permitted to designate a SSAS Advisor to have authority over its Participating Client's IBUK trust account in accordance with the IBUK Discretionary Trading Authorisation; and
    - G. any information supplied by it, or on its behalf, to IBUK and/or its affiliates is complete, accurate and not misleading in any material respect ("**Information**").
  3. Introducing Broker acknowledges and agrees that IBUK and its affiliates, and the SSAS Providers in place from time to time, may request from time to time, and the Introducing Broker shall promptly provide, full details of:
    - A. the qualifying nature of the investment made by the Introducing Broker (in accordance with the SSAS Laws and SSAS Rules) and to be held in the Participating Client's IBUK trust account (to the extent that the Introducing Broker is required to assess the qualifying nature of the investment);
    - B. any due diligence performed, and any assessment performed as to the associated financial risks, in relation to the investment made by the Introducing Broker;
    - C. any complaints made by the Participating Client to the Introducing Broker;
    - D. the regulatory status of the Introducing Broker; and
    - E. the Introducing Broker's use of introducers.

For the avoidance of doubt, IBUK and its affiliates shall be under no obligation to ensure that this information is made available to the SSAS Providers.

4. Introducing Broker acknowledges and agrees that IBUK and its affiliates are not responsible for ensuring that the transactions on the Participating Client's IBUK trust account adheres to borrowing limits on the Participating Client's IBUK trust account which are permitted under the SSAS Laws and the SSAS Rules.
5. Introducing Broker acknowledges and agrees that IBUK and its affiliates shall not be responsible for monitoring, supervising or ensuring that the Participating Client's IBUK

- trust account or any transactions in connection with the Participating Client's IBUK trust account comply with the SSAS Laws and/or the SSAS Rules.
6. Introducing Broker acknowledges and agrees that IBUK and its affiliates may, at their sole discretion, refuse to act upon the instructions of the Introducing Broker if they reasonably believe that the Introducing Broker is acting outside of its authorisation or any other requirements of IBUK, the Participating Client or applicable laws.
  7. Introducing Broker agrees to notify immediately by contacting IBUK Customer Service in accordance with the notice provisions of the IBUK and IBLLC Client Agreement:
    - A. of the termination, suspension or withdrawal of its agreement with, or authorisation by, the Participating Client;
    - B. if the Introducing Broker ceases to be authorised to act as an Introducing Broker;
    - C. of any change in any material respect to the Information (or any part of it); and
    - D. of any breach of this Addendum.
  8. Introducing Broker represents and warrants on a continuing basis that the Participating Client is permitted to designate a SSAS Advisor to have authority over its IBUK trust account in accordance with the IBUK Discretionary Trading Authorisation.
  9. Introducing Broker agrees that the Participating Client may, from time to time, designate a financial advisor to have authority over its Interactive Brokers IBUK trust account in accordance with the IBUK Discretionary Trading Authorisation.
  10. Introducing Broker agrees that IBUK and/or its affiliates are authorised to accept orders directly from a SSAS Advisor for a Participating Client's IBUK trust account. For orders transmitted by the SSAS Advisor, the SSAS Advisor is solely responsible for determining whether such orders are properly authorised by the Participating Client and IBUK will not contact the Participating Client to verify or confirm, prior to execution, orders sent by the SSAS Advisor. The SSAS Advisor shall be solely responsible for any errors in the transmission of orders to IBUK.
  11. Introducing Broker agrees that IBUK and its affiliates shall be permitted to share with the SSAS Providers in place from time to time details of the Introducing Broker and activity on the Participating Client's IBUK trust account, including but not limited to those matters detailed at paragraph 3 above.
  12. The parties acknowledge that Clauses 6(C) to 9(A) of the IBUK Fully Disclosed Clearing Agreement apply to this Addendum. This paragraph 12 shall survive any termination of the IBUK and IBLLC Client Agreement, the IBUK Fully Disclosed Clearing Agreement or this Addendum.
  13. The parties acknowledge that Clauses 9(B) and (C) of the IBUK Fully Disclosed Clearing Agreement apply to this Addendum and that primary liability for any claims actions, costs and liabilities, including attorney's fees, arising out of or relating to any trade or decision or action of an Introducing Broker lies with that Introducing Broker. This paragraph 13 shall survive any termination of IBUK and IBLLC Client Agreement, the IBUK Fully Disclosed Clearing Agreement or this Addendum.
  14. Introducing Broker acknowledges and agrees that the SSAS Providers and SSAS Advisors are not affiliates, employees, or agents of IBUK.
  15. Introducing Broker acknowledges that the IBUK trust account cannot be used for investing in or making loans to the sponsoring employer or its associates.
  16. Introducing Broker acknowledges and agrees that no employee of IBUK or its affiliates is authorised to, and nor will they, provide advice in relation to the Participating Client's IBUK trust account or in relation to compliance with SSAS Laws and/or the SSAS Rules.

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