



IBUK INVESTMENT ISA ADDENDUM TO THE INTERACTIVE BROKERS (U.K.) LIMITED AGREEMENT FOR ADVISORS PROVIDING SERVICES TO INVESTMENT ISA HOLDERS

This IBUK investment ISA addendum ("**Addendum**") applies to Investment ISA Advisors who have been designated by the Eligible Client to exercise, on a discretionary basis, certain authorisations granted by the Eligible Client in relation to that Eligible Client's IBUK Investment ISA. IBUK is approved by HMRC as an ISA Manager under the ISA Regulations. IBUK will be responsible for providing the Eligible Client's IBUK Investment ISA.

This Addendum modifies and supplements the IBUK Advisor Agreement, when an Investment ISA Advisor is providing services to an IBUK Eligible Client with an IBUK Investment ISA and contains important terms and conditions that IBUK is required to give under the ISA Regulations. The IBUK Advisor 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 Advisor Agreement unless otherwise defined in this Addendum. In the event of any conflict between the IBUK Advisor 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. "**Eligible Client**" shall mean (i) an individual person of at least 18 years of age, resident in the UK^[1] 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, and (ii) has not subscribed and will not subscribe to another Investment ISA in the same Tax Year (unless the Eligible Client is transferring their current Non IBUK Investment ISA to IBUK) and (iii) has 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.

[1] The UK does not include the Channel Islands, the Isle of Man or Gibraltar.

- B. "**HMRC**" shall mean His Majesty's Revenue & Customs.
- C. "**IBUK Advisor Agreement**" shall mean an agreement entered into between IBUK and the Advisor in circumstances where an Advisor is providing certain services to an IBUK Client.
- D. "**IBUK Discretionary Trading Authorisation**" shall mean an agreement in place between IBUK and the Eligible Client used to designate an Investment ISA Advisor to exercise, on a discretionary basis, certain authorisations granted by the Eligible Client and receive from IBUK certain information, in relation to the Eligible Client's IBUK Investment ISA.
- E. "**IBUK General Terms of Business**" shall mean an agreement entered into between IBUK and an IBUK client.
- F. "**IBUK Investment ISA**" shall mean the Eligible Client's stocks and shares ISA provided by IBUK.
- G. "**Investment ISA Advisor**" shall mean the Advisor under the IBUK Advisor Agreement when designated by the Eligible Client under an IBUK Discretionary Trading Authorisation, and any sub-Advisor designated or appointed to exercise any of the authorities of an Investment ISA Advisor from time to time.
- H. "**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.
- I. "**ISA Manager**" shall have the meaning ascribed to it in the ISA Regulations.
- J. "**ISA Regulations**" shall mean the Individual Savings Account Regulations 1998 (as amended from time to time) governing the Eligible Client's ISA.
- K. "**Non IBUK Investment ISA**" shall mean a stocks and shares ISA **not** provided by IBUK. The Eligible Client's Non IBUK Investment ISA may previously have been called a 'Stocks and Shares ISA'.
- L. "**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 the Eligible Client and/or on the Eligible Client's behalf for investment through the Eligible Client's IBUK Investment ISA.
- M. "**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. The Investment ISA Advisor represents and warrants on a continuing basis that:
 - A. it has entered into a valid and continuing advisory agreement with the Eligible Client in relation to the provision of advice and other investment services relating to the Eligible Client's IBUK Investment ISA and has at no time acted without one during the term of this Addendum;
 - B. it is validly authorised and qualified to conduct the advice and investment services referred to in 2.A above;
 - C. it is authorised by the Eligible Client to act on their behalf and in the way set out in the IBUK Discretionary Trading Authorisation;
 - D. it has at no time acted outside of its authority granted by the Eligible Client;
 - E. it has conducted its business with the Eligible Client in accordance with applicable laws and including having conducted all necessary suitability and appropriateness assessments, and assessed the qualifying nature of an investment, and determined such investment is a Qualifying Investment under the ISA Regulations prior to executing an order on the Eligible Client's Investment ISA; and
 - F. 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.
3. The Investment ISA Advisor acknowledges and agrees that IBUK and its affiliates, may request from time to time, and the Investment ISA Advisor shall promptly provide, full details of:
 - A. the qualifying nature of the investment (in accordance with the ISA Regulations) made by the Investment ISA Advisor and to be held in the Eligible Client's IBUK Investment ISA (to the extent that the Investment ISA Advisor 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 Investment ISA Advisor;
 - C. any complaints made by the Eligible Client to the Investment ISA Advisor;
 - D. the regulatory status of the Investment ISA Advisor; and
 - E. the Investment ISA Advisor's use of introducers.
4. The Investment ISA Advisor agrees it is solely responsible for ensuring that it only engages in transactions which are permitted under the ISA Regulations.
5. The Investment ISA Advisor may, on the Eligible Client's behalf, instruct IBUK to transfer out the Eligible Client's IBUK Investment ISA holdings to another ISA Manager as nominated by the Eligible Client, in part or in full. Upon receipt of a valid instruction, IBUK will transfer out the Eligible Client's IBUK Investment ISA holdings as soon as reasonably practicable upon receipt of all relevant documentation and consents from the Eligible Client or the Eligible Client's Investment ISA Advisor and the Eligible Client's new ISA Manager. The terms of a transfer out should be agreed between the Eligible Client (or the Eligible Client's

Investment ISA Advisor on the Eligible Client's behalf), IBUK and the Eligible Client's new ISA Manager. The Investment ISA Advisor may also, on the Eligible Client's behalf, instruct IBUK in relation to a sale of part or all of the investments held within the Eligible Client's IBUK Investment ISA.

6. Where instructed to do so by HMRC, the Investment ISA Advisor, on the Eligible Client's behalf, may instruct IBUK to pay cash holdings within the Eligible Client's IBUK Investment ISA into the Eligible Client's nominated bank account. IBUK will pay the Eligible Client's money out as soon as reasonably practicable upon receipt of the Investment ISA Advisor's instructions.
7. The Investment ISA Advisor acknowledges and agrees that IBUK and its affiliates shall not be responsible for monitoring, supervising or ensuring that the Eligible Client's IBUK Investment ISA or any transactions in connection with the Eligible Client's IBUK Investment ISA, including those undertaken by the Investment ISA Advisor, conform to the ISA Regulations.
8. The Investment ISA Advisor acknowledges and agrees that IBUK may, in its sole discretion, refuse to act upon the instructions of the Investment ISA Advisor if they reasonably believe that the ISA Advisor is acting outside of its authorisation or any other requirements of IBUK, the Eligible Client or applicable laws.
9. The Investment ISA Advisor agrees to notify immediately in writing by contacting IBUK Customer Service at isa@interactivebrokers.co.uk:
 - A. of the termination, suspension or withdrawal of its agreement with, or authorisation by, the Eligible Client;
 - B. if the Investment ISA Advisor ceases to be authorised to act as an Investment ISA Advisor;
 - C. if the Eligible Client's circumstances change causing the Eligible Client to no longer meet the required ISA eligibility criteria. IBUK may also need to put restrictions on any orders or transactions the Eligible Client may place;
 - D. of the Eligible Client's death;
 - E. of any change in any material respect to the Information (or any part of it); and
 - F. of any breach of this Addendum.
10. In the event of the Eligible Client's death, the assets in the Eligible Client's IBUK Investment ISA will continue to be managed by the Investment ISA Advisor. Upon receipt of all the required documentation, IBUK will act on instructions of the Eligible Client's legally appointed representatives/executors, subject always to the ISA Regulations and any other applicable laws.
11. To the extent permitted by the ISA Regulations and/or applicable laws, IBUK will notify the Eligible Client or the Investment ISA Advisor upon becoming aware if the

Eligible Client's IBUK Investment ISA has or will become invalid or void due to failure to satisfy the provisions of the ISA Regulations.

12. The Investment ISA Advisor acknowledges that the Eligible Client's IBUK Investment ISA is not subject to any UK income and capital gains tax.
13. The parties acknowledge that Clause 8(E) of the IBUK Advisor Agreement applies to this Addendum including the Investment ISA Advisor's use of IBUK's services. This paragraph 13 shall survive any termination of the IBUK General Terms of Business, the IBUK Advisor Agreement or this Addendum.
14. The parties acknowledge that Clauses 8(A) to 8(D) of the IBUK Advisor Agreement applies to this Addendum including any failure by the Investment ISA Advisor to conform to the ISA Regulations, or the Investment ISA Advisor's breach of this Addendum. The parties acknowledge 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 Investment ISA Advisor lies with that Investment ISA Advisor respectively. This paragraph 14 shall survive any termination of the IBUK General Terms of Business, the IBUK Advisor Agreement or this Addendum.
15. The Investment ISA Advisor acknowledges and agrees that no employee of IBUK or its affiliates is authorised to, and nor will they, provide advice in relation to the Eligible Client's IBUK Investment ISA, activity on the Eligible Client's IBUK Investment ISA, or in relation to compliance with ISA Regulations.

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