



IBUK INVESTMENT ISA ADDENDUM TO THE INTERACTIVE BROKERS (U.K.) LIMITED FULLY DISCLOSED CLEARING AGREEMENT

This IBUK investment ISA addendum ("**Addendum**") applies to Introducing Brokers who have introduced an Eligible Client to IBUK under an IBUK Fully Disclosed Clearing Agreement and may communicate instructions and orders to IBUK 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 each Eligible Client's IBUK Investment ISA.

This Addendum modifies and supplements the IBUK Fully Disclosed Clearing Agreement for Introducing Brokers, in circumstances where an Introducing Broker is providing services to an 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 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 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 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.
 - 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 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. "**Introducing Broker**" shall mean the entities and/or persons that have introduced the Client to IBUK under an IBUK Fully Disclosed Clearing Agreement and may communicate instructions and orders to IBUK in relation to the Client's IBUK Investment ISA.
 - 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 account not provided by IBUK. Eligible Client's Non IBUK Investment ISA may previously have been called a 'Stocks and Shares ISA'.
 - L. "**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 Introducing Broker represents and warrants on a continuing basis that:
- A. it has entered into a valid and continuing agreement with the Eligible Client in relation to the provision of 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 investment services referred to in 2A above;
 - C. it is authorised by the Eligible Client to act on their behalf and in the way required by the Eligible Client;
 - 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;
 - F. the Eligible Client is permitted to designate a financial advisor to have authority over its Eligible Client's IBUK Investment ISA 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.
3. The Introducing Broker acknowledges and agrees that IBUK and its affiliates, may request from time to time, and the Introducing Broker shall promptly provide, full details of:
- A. any due diligence performed, and any assessment performed as to the associated financial risks, in relation to the investments made by the Introducing Broker;
 - B. any complaints made by the Eligible Customer to the Introducing Broker;
 - C. the regulatory status of the Introducing Broker; and
 - D. the Introducing Broker's use of introducers.
4. The Introducing Broker 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 Introducing Broker 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 Introducing Broker on the Eligible Client's behalf), IBUK and the Eligible Client's new ISA Manager.
5. The Introducing Broker, 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 Introducing Broker's instructions.
6. The Introducing Broker 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 Introducing Broker, conform to the ISA Regulations.

7. The Introducing Broker acknowledges and agrees that IBUK may, in its 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 Eligible Client or applicable laws.
8. The Introducing Broker 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 Introducing Broker ceases to be authorised to act as an Introducing Broker;
 - C. if, to their knowledge, 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.
9. In the event of the Eligible Client's death, the assets in the Eligible Client's IBUK Investment ISA will continue to be administered by the Introducing Broker. Upon receipt of all the required documentation, IBUK will act on instructions of the Eligible Client's newly appointed Registered Contact, subject always to the ISA Regulations and any other applicable laws.
10. To the extent permitted by the ISA Regulations and/or applicable laws, IBUK will notify the Eligible Client or the Introducing Broker upon becoming aware if the Client's IBUK Investment ISA has or will become invalid or void due to failure to satisfy the provisions of the ISA Regulations.
11. The Introducing Broker agrees that the Eligible Client may, from time to time, designate a financial advisor to have authority over the Eligible Client's IBUK Investment ISA in accordance with the IBUK Discretionary Trading Authorisation.
12. The Introducing Broker agrees that IBUK and/or its affiliates are authorised to accept orders directly from a financial advisor for an Eligible Client's IBUK Investment ISA. For orders transmitted by the financial advisor, the financial advisor is solely responsible for determining whether such orders are properly authorised by the Eligible Client and IBUK will not contact the Eligible Client to verify or confirm, prior to execution, orders sent by the financial advisor. The financial advisor shall be solely responsible for any errors in the transmission of orders to IBUK.

13. The Introducing Broker acknowledges that the Eligible Client's IBUK Investment ISA is not subject to any UK income and capital gains tax.
14. The parties acknowledge that Clauses 6(C) to 9(A) of the IBUK Fully Disclosed Clearing Agreement apply to this Addendum. This paragraph 14 shall survive any termination of the IBUK General Terms of Business, the IBUK Fully Disclosed Clearing Agreement or this Addendum.
15. The parties acknowledge that Clauses 9(B) and (C) of the IBUK Fully Disclosed Clearing Agreement apply to this Addendum, or the Introducing Broker'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 Introducing Broker lies with that Introducing Broker. This paragraph 15 shall survive any termination of the IBUK General Terms of Business, the IBUK Fully Disclosed Clearing Agreement or this Addendum.
16. The 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 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.