



# IBUK and IBLLC Client Agreement

## About these Terms

This IBUK and IBLLC Client Agreement sets out the rights and obligations you, Interactive Brokers (U.K.) Limited and Interactive Brokers LLC each have regarding the services provided to you under this Agreement ("**Services**"). **If you need help understanding any part of this document, please contact us (link: [Contact Us](#)).**

### Important documents

The following documents (collectively, the "**Agreement**") apply to your legal relationship with us:

- IBUK and IBLLC Client Agreement ("**Terms**");
- your account application together with any other information or documents required to open and operate your account in accordance with the Agreement ("**Account Application**");
- [Express Consent Form](#) and any express consent you give to us from time to time; and
- any documents we refer to in these Terms. This includes:
  - [General Trading Risk Disclosure](#);
  - [Costs and Charges Summary](#);
  - [IBUK Order Execution Policy](#);
  - [Summary of Conflicts of Interest Policy](#); and
  - [Privacy Policy](#).

### Our legal relationship

#### About us

Interactive Brokers (U.K.) Limited ("**IBUK**") is authorised and regulated by the Financial Conduct Authority (firm reference number 208159). IBUK's registered office address is 12th Floor, 20 Fenchurch Street, London, EC3M 3BY.

Interactive Brokers LLC ("**IBLLC**") is an affiliate of IBUK, registered in the United States. IBLLC is regulated by the U.S. Securities & Exchange Commission ("**SEC**"), the U.S. Commodity Futures Trading Commission ("**CFTC**"), and various self-regulatory organisations. IBLLC's principal place of business is at One Pickwick Plaza, Greenwich, CT 06830.

#### The products and Services we provide

IBUK and IBLLC are part of the Interactive Brokers Group of companies ("**IBKR Group**"). The IBKR Group provides electronic brokerage services, giving clients access to global markets, offering high-speed execution, and charging low fees.

The account(s) you will open under these Terms can be used to trade products such as stocks, bonds and mutual funds. You may also be able to borrow money to purchase securities. You can request

permission to trade further products, such as futures, options and other complex products, subject to meeting any additional requirements. These requirements will be explained when you request additional trading permissions.

IBUK and IBLLC are responsible for different parts of the Services you receive from us under this Agreement, including the following:

<b>IBUK Services/responsibilities</b>	<b>IBLLC Services/responsibilities</b>
Verifying your information and documentation.	Executing your orders received via the IBKR System or arranging for their execution.
Opening and closing your account.	Providing cashiering, Client Money and Custody Services.
Receiving and processing your orders through the <a href="#">IBKR System</a> .	Extending credit to you, in the form of margin.
Handling your instructions about voluntary corporate actions and sending them to IBLLC for processing.	Performing certain collection services, including the collection of all commissions and fees and other payments.
Deciding the commissions you will be charged for transactions made in your account.	Determining the fees that you will pay for the execution and clearing and related services you receive under this Agreement. See A8.4 for more information about how these fees are charged to you.
	Managing back-office and record-keeping functions, including preparing confirmations and account statements.

IBUK and IBLLC may use their Affiliates or non-affiliated third parties to carry out their obligations under this Agreement. IBUK and IBLLC will remain responsible to you where they have contracted with another party to provide Services under this Agreement.

We may offer additional services. Some of these may be covered by this Agreement, with additional terms applying to the specific service. Others may be entirely separate and governed by their own agreements. Before using any new service, you will need to review and accept the relevant terms. If a service is provided by another company in the IBKR Group, we will make clear who you are contracting with.

If you have any questions about the Agreement or the Services we provide, see "[How to Contact Us](#)".

### **Capitalised words are defined terms**

Capitalised words or acronyms like "**Services**", or "**SEC**" are defined terms. These defined terms are often put in quotation marks and explained on first use. Definitions of these terms are also listed in [Schedule 2](#).

### **Finding your way around these Terms**

These Terms are divided into eight sections from Part A to Part H.

### **Which Part applies to you?**

Parts	Does it apply to you?
Parts A to E	Yes
Parts F to H apply to accounts with specific features and/or product types:	Depends.
<ul style="list-style-type: none"> <li>Part F - Margin-enabled trading;</li> </ul>	Part F, G and/or H only applies if your account has the specific feature and/or product types enabled.
<ul style="list-style-type: none"> <li>Part G - Foreign currency exchange; and</li> </ul>	This means these Parts will only be part of your Agreement with us if they apply to you.
<ul style="list-style-type: none"> <li>Part H - Trading complex products.</li> </ul>	If you are not sure whether they apply or not, please get in touch. link: <a href="#">Contact Us</a> )

#### What does each Part cover?

Parts	What does this Part covers?
<a href="#">PART A - GETTING STARTED</a>	<p>Part A explains how to get started with using our Services, including:</p> <ul style="list-style-type: none"> <li>the type and form of Services we provide;</li> <li>the risks of using our Services;</li> <li>how to open an account with us;</li> <li>keeping your information up to date;</li> <li>keeping your account secure;</li> <li>costs and charges; and</li> <li>how to cancel this Agreement.</li> </ul>
<a href="#">PART B - TRADING WITH US</a>	<p>Part B explains how orders and transactions work on our Trading Platforms, including:</p> <ul style="list-style-type: none"> <li>how to fund and make withdrawals from your account;</li> <li>how to place orders;</li> <li>cancelling or modifying orders;</li> <li>our obligation to provide best execution;</li> <li>corporate actions;</li> <li>account statements and confirmations; and</li> <li>when we may suspend or withdraw our Services.</li> </ul>
<a href="#">PART C - HOW YOUR MONEY AND ASSETS ARE HANDLED AND PROTECTED</a>	<p>Part C explains how we protect your money and assets under this Agreement. This Part also:</p> <ul style="list-style-type: none"> <li>includes information about any compensation that may be available to you;</li> <li>creates a security interest over your assets; and</li> </ul>

	<ul style="list-style-type: none"> <li>grants, where applicable, a right of use over your assets.</li> </ul>
<a href="#"><b>PART D - ACCOUNT RESTRICTIONS, DEFAULT EVENTS AND OUR RIGHTS OF ACTION</b></a>	<p>Part D includes information relating to:</p> <ul style="list-style-type: none"> <li>when and what restrictions we may apply to your account;</li> <li>when we can make changes to these Terms;</li> <li>when you or we can terminate the Agreement;</li> <li>what constitutes an Event of Default;</li> <li>our right to deduct (set-off) your money; and</li> <li>our right to liquidate your assets in certain circumstances.</li> </ul>
<a href="#"><b>PART E - GENERAL PROVISIONS</b></a>	<p>Part E explains:</p> <ul style="list-style-type: none"> <li>how you may use our software;</li> <li>how we protect your personal information; and</li> <li>the laws that apply to the Agreement.</li> </ul>
<a href="#"><b>PART F - MARGIN TRADING TERMS</b></a>	<p>Part F explains terms applicable to clients with margin-enabled accounts.</p>
<a href="#"><b>PART G - FOREIGN CURRENCY EXCHANGE</b></a>	<p>Part G explains the terms and conditions that apply when you use our multi-currency account feature.</p>
<a href="#"><b>PART H - TRADING COMPLEX PRODUCTS</b></a>	<p>Part H explains important terms applicable to clients permitted to trade complex products such as:</p> <ul style="list-style-type: none"> <li>securities options;</li> <li>futures;</li> <li>options on futures;</li> <li>short-sale securities; and/or</li> <li>leveraged foreign exchange positions.</li> </ul>
<a href="#"><b>SCHEDULE 1 - NOTICE OF EXECUTION AND CLEARING</b></a>	<p>Schedule 1 describes the general relationship between IBUK and IBLLC.</p>
<a href="#"><b>SCHEDULE 2 - DEFINITIONS</b></a>	<p>Schedule 2 provides definitions for all defined terms used in this Agreement.</p>
<a href="#"><b>SCHEDULE 3 - WEBSITE LINKS</b></a>	<p>Schedule 3 includes all of the IBUK Website links referred to in this Agreement in one place for ease of access.</p>
<a href="#"><b>SCHEDULE 4 - RETAIL CLIENT PROTECTIONS</b></a>	<p>Schedule 4 outlines key protections Retail Clients are entitled to and may lose if treated as a Professional Client.</p>
<a href="#"><b>SCHEDULE 5 - PHYSICALLY DELIVERABLE FUTURES</b></a>	<p>Schedule 5 explains the rules for making or taking physical delivery of certain futures contracts traded on specific markets.</p>

## SCHEDULE 6 - ARBITRATION

Schedule 6 explains how disputes referred to arbitration are to be handled.

### Key Terms

Some of the most important rights and obligations in these Terms include:

- You must ensure that your email address on file is current so we can send you important information and documents ([Sections A2.2, A10.3](#)).
- The Electronic Services and the IBKR System may experience interruptions or delays. If constant access is essential to you, you should put alternative trading arrangements in place to reduce the risk of loss ([Section A5](#)).
- You are responsible for ensuring that all the information you provide to us is complete, accurate and up to date ([Section A6.1](#)).
- You are responsible for protecting the security and confidentiality of your usernames, passwords, and security devices. Please let us know if you believe someone else can access your account. If you do not tell us, you may be liable for trades entered by third parties using your security details ([Section A9](#)).
- We may refuse to accept, execute or cancel any order or instruction ([Section B2.3](#)).
- Once you submit an order or instruction to us, it may not be possible to cancel or modify it. Any order or instruction not successfully cancelled or changed will be binding on you ([Section B2.3](#)).
- If we confirm a trade is executed but it is later cancelled by an exchange, trading network, or regulatory authority, then the confirmed trade will also be cancelled ([Section B7.4](#)).
- We take account security seriously. We may need to restrict your account in certain circumstances, such as to comply with Applicable Law or where we believe your account may be compromised ([Section D1](#)).
- We are not responsible for ensuring orders are executed at limit prices if the order's transmission is delayed or is otherwise affected by a data communication failure or by market conditions ([Section E1](#)).
- We can terminate the Agreement immediately if we have **serious grounds** or **valid reasons** for doing so. For example, when there is an Event of Default or to comply with Applicable Law. We can also end the Agreement on thirty (30) days' notice ([Section E5.1](#)).
- Subject to certain restrictions, you can end the Agreement with us at any time ([Section E5.2](#)).

### Key information summary

#### Your client category

In the UK, the FCA applies different rules to protect investors according to their categorisation as either "retail" or "professional" clients. We will send you a notice explaining the categorisation that we have assigned to you. If we have classified you as a Retail Client, you will receive the highest level of protection under the FCA Rules.

You may request a change in your categorisation from a Retail Client to an elective professional client. If we agree, you will receive a lower level of client protection. This could mean less frequent communication from us and changes in how we provide information. Additionally, we would not be required to ensure that you understand the risks of the transactions you enter into.

We explain the differences in treatment for Retail Clients and other client types in [Schedule 3](#). For more information about how we classify clients and how to change your categorisation, please refer to the notice we have provided separately.

## **We do not give advice**

Our Services are provided on an execution-only basis. This means **we are not** responsible for any investment decisions you make concerning your account.

We do not provide advice, including investment, financial, legal, tax, or regulatory advice. Our employees' statements or those included on the IBUK Website are not advice.

Any product information, like past performance, or other features (including charts) provided to you must not be treated as advice indicating that it is suitable for you, nor as advice that is based on a consideration of your personal circumstances.

## **What are the risks of investing?**

There are risks involved in any investment. The level of risk depends on the complexity and type of the investment. There are general risks that can apply to all investments, as well as risks that will be related to the specific types of financial instruments you invest in. More information about risks to consider when investing is set out in our risk disclosure (link: [General Trading Risk Disclosure](#)).

## **Costs and charges**

Section [A8](#) of these Terms explains the costs and charges (including those from third parties) that apply to our Services. Details of our costs and charges are also set out on the "Pricing" section of the IBUK Website.



## **How to contact us**

You can contact us in the following ways:

<b>Secure message ("Web Ticket")</b>	<ul style="list-style-type: none"><li>Through the "Message Center", our web interface that is accessible to clients from Client Portal; or</li><li>via the IBUK Website at <a href="http://www.ibkr.co.uk/support">www.ibkr.co.uk/support</a>.</li></ul>
<b>Post</b>	Interactive Brokers, Floor 12, 20 Fenchurch Street, London EC3M 3BY.
<b>Telephone</b>	Contact us by telephone using the numbers listed on the IBUK Website. (link: <a href="#">Call Us</a> ).



## **How to complain**

Please let us know if you have a complaint or think we have made a mistake. We take all complaints seriously and will act, if necessary, to correct them as soon as possible.

The best way to register your complaint is by logging into Client Portal and submitting a Web Ticket to us via the Message Center. You can also:

- send a letter to us at Complaints Handling, Interactive Brokers, Floor 12, 20 Fenchurch Street, London EC3M 3BY;
- email [ibukcomplaints@interactivebrokers.co.uk](mailto:ibukcomplaints@interactivebrokers.co.uk); or
- call IBUK Customer Services using the telephone numbers provided on the IBUK Website (link: [Call Us](#)). However, we may ask you to provide some details in writing so we can fully investigate your complaint. If you are unable to do so due to accessibility needs or other circumstances, please let us know, and we will work with you to find an alternative way to proceed.

A summary of IBUK's Complaints Handling Policies and Procedures is available on the IBUK Website (link: [Complaints Policy Summary](#)). If you would like more information, please get in touch with us using the details above.

If you are not satisfied with how we handle or respond to your complaint, you may be able to complain to the Financial Ombudsman Service ("**FOS**"). The FOS is a free and independent service that resolves disputes between consumers and financial firms. More information is available at:

- **Website:** <https://www.financial-ombudsman.org.uk/consumer/complaints>;
- **Telephone:** 0800 023 4567; or
- **Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).



## Protecting your money and assets

Your money and assets held by us are protected differently by IBUK or IBLLC.

### US protections

Under these Terms, IBLLC provides custody services to you; therefore, the protection of your money and assets is subject primarily to US law. IBLLC is a member of the Securities Investor Protection Corporation ("**SIPC**"). SIPC protects the **cash and securities in certain client accounts** up to US\$500,000, including up to US\$250,000 for claims for money held by insolvent SIPC member firms. SIPC does not cover fluctuations in the market value of investments.

**Important: SIPC protection does not apply to commodity futures and options on such futures**  
*(this is relevant only if Part H of these Terms applies to you).*

For more information about SIPC protection and how it differs from the protection available to clients with funds held at a UK firm, you can read our guide about client asset protection (link: [How your assets are protected](#)). Further information is available at [www.sipc.org](http://www.sipc.org) or +1 (202) 371-8300.

### UK protections

Under these Terms, IBUK arranges for IBLLC to execute your transaction. You may be able to get protection from the UK Financial Services Compensation Scheme ("**FSCS**"), which provides compensation for customers of financial services firms that go out of business. Such protection will only apply to you in respect of IBUK's arranging activities. Whether you can make a valid claim will depend on the specific circumstances. FSCS protection only applies to certain types of investments. The maximum amount you can get back is 100% of your claim, up to £85,000. For more details, visit [www.fscs.org.uk](http://www.fscs.org.uk).

# IBUK and IBLLC Client Agreement

## PART A - GETTING STARTED

### A1. About this Agreement

A1.1 These Terms, your Account Application, the Express Consent Form together with any express consents you give to us from time to time, and any documents we refer to, including: the General Trading Risk Disclosure; Costs and Charges Summary; IBUK Order Execution Policy; Summary of Conflicts of Interest Policy; and the Privacy Policy, form the agreement between you, Interactive Brokers (U.K.) Limited and Interactive Brokers LLC ("**we**", "**our**", and "**us**"). We refer to all these documents as the "**Agreement**".

A1.2 If there is a conflict between this Agreement and other materials (e.g., on the IBUK Website), this Agreement takes priority unless the other materials clearly state they override it.

### A2. Our services

#### A2.1 Brokerage services.

A2.1.1 Under these Terms, IBUK provides clients with access to the execution-only trading services offered by its US affiliate, IBLLC. Clients can access multiple asset classes across global markets, including stocks, bonds and mutual funds. Certain clients may also receive permission to trade more complex products, such as futures and options.

A2.1.2 Our brokerage services are intended for investment or trading purposes only. You confirm that you only use IBUK for these purposes, and not for commercial activities. Both commercial use and currency conversion (which is unrelated to any trading of instruments in your account) are prohibited. If an account is primarily or repeatedly used for either of these purposes, we may restrict or close it (see Sections [D1](#) and [D2](#)).

A2.1.3 The Notice of Execution in [Schedule 1](#) summarises how IBUK and IBLLC have agreed to serve clients under this Agreement.

#### A2.2 Electronic Services.

A2.2.1 We use automated computer systems to help provide our Services ("**IBKR System**"). The IBKR System, receives and handles orders; processes order confirmations; completes or cancels orders; clears and settles transactions; manages accounts; stores account information; and more.

A2.2.2 To use our Services, we provide you with access to our digital "**Trading Platforms**", including but not limited to:

- Client Portal;
- IBKR Desktop;
- IBKR GlobalTrader;
- IBKR Mobile; and
- IBKR Trader Workstation.

A2.2.3 We also provide you access to certain electronic trading services (including connectivity services), Trading Platforms and information systems or networks subject to the terms of the Agreement ("**Electronic Services**"). These Electronic Services allow you to interact with the IBKR System.



A2.2.4 To use the Electronic Services, you may need specific hardware and software. These requirements are on the IBUK Website (link: [System Requirements](#)). You should check the IBUK Website regularly for updates.

A2.2.5 To receive emails from us, you must maintain a valid email address.

A2.2.6 We may monitor your use of the Electronic Services for the purposes of ensuring orderly trading and compliance with Applicable Law, including the Market Abuse (Amendment) (EU Exit) Regulations 2019 (SI 2019/310) ("**UK MAR**").

### **A3. Execution-only service - No advice**

A3.1.1 We provide our Services on an execution-only basis. This means we do not provide advice on: investment; trading; financial; legal; tax; regulatory; or other matters. You are responsible for all of your decisions related to the Services, including the account you choose to open and investments you choose to make.

A3.1.2 We may share general product information, like past performance, but we will not offer personal recommendations. We do not consider any discussion of available options as advice.

A3.1.3 You should not interpret anything on the IBUK Website as a recommendation, an offer to buy or sell, or advice on an investment strategy.

### **A4. What are the risks of investing?**

A4.1 There are risks involved in any investment. The level of risk depends on the complexity and type of the investment. There are general risks that can apply to all investments, as well as risks that will be related to the specific types of financial instruments you invest in. More information about the risk of investing is set out in our risk disclosure (link: [General Trading Risk Disclosure](#)).

### **A5. Risks associated with using a digital trading platform**

A5.1 Trading on a digital platform or relying on automated computer systems carries inherent risks. This may include the potential inability to access or control your investments in a timely manner, which could result in financial loss. For example, difficulties may arise as a result of:

- i. the failure of your computer/mobile/digital device (including its battery);
- ii. a weak internet connection or a weak mobile connection, which means you may not be able to connect to the Trading Platforms, or if you can connect, there may be a delay;
- iii. hacking or the use of malicious software that allows a third party to gain access to your information or assets;
- iv. your device being incompatible with the Trading Platforms or system specifications, including due to incorrect settings or system specifications;
- v. the failure or malfunction of the Trading Platforms or the IBKR System; or
- vi. the failure or malfunction of your hardware or software.

A5.2 **We do not guarantee the IBKR System will be operational at all times.** There may be times when our Services are unavailable due to maintenance; technical issues; disruptions; or delays in service caused by circumstances beyond our control.

A5.3 In the event of a disruption, we will take prompt and reasonable steps to minimise the impact and restore our Services.

#### **A5.4 Alternative trading arrangements.**

A5.4.1 If constant service is important to you, you should ensure you have alternative trading arrangements. This will allow you to keep trading if the IBKR System is unavailable or does not work as expected.

A5.4.2 You agree that the fees we charge reflect how we allocate risk. This includes the limits on our liability in Section [E1](#). You understand that our fees would be higher, or we would not have entered into this Agreement, without this allocation of risk and limitation of liability.

### **A6. Account opening**

#### **A6.1 The information you provide to us**

A6.1.1 We can rely on the information you provide us with unless we know the information is out of date, inaccurate or incomplete.

A6.1.2 You agree to promptly update your account if any of your information changes or becomes inaccurate or misleading. This includes, but is not limited to, changes in the ownership or beneficial interest in your account. You can update your details by logging into the Client Portal and adjusting your settings. If you need help to do this, please contact us (link: [Contact us](#)).

A6.1.3 You authorise us to verify your information as necessary. You agree to promptly provide any additional information or documentation reasonably requested. This may include information to verify (or re-verify) your identity or that of any related persons.

#### **A6.2 Conditions for opening an account with us**

A6.2.1 You can apply for an account by completing an Account Application on the IBUK Website.

A6.2.2 To open and maintain an account under these Terms, you must:

- i. be at least 18 years old (if you are an individual);
- ii. accept the terms of this Agreement;
- iii. meet all requirements specified during the Account Application; and
- iv. have all necessary authority and legal capacity to enter into the Agreement and to place orders.

A6.2.3 You will need to continue to meet the above requirements and comply with the Agreement throughout the life of your account, as applicable. If we determine you no longer meet these requirements, we may have to close your account in accordance with our right under Section [E5](#).

A6.2.4 Once we accept your Account Application, we will open your account. These Terms will become effective upon account opening, even if you have yet to invest or fund your account.

#### **A6.3 IBUK appropriateness assessment**

*An appropriateness assessment is a process we carry out to ensure that the investment products or services we offer are right for you, based on your knowledge and experience in investments. To do this, we will ask you for information about your background in investing, so we can check if you understand the risks involved with the products or services you are interested in. This helps us make sure you are able to make informed decisions about your investments.*

**A6.3.1 Non-complex financial instruments:** If you ask us to provide Services related to non-complex products (such as stock or government or corporate bonds), we will not need to assess whether these products are appropriate for you.

**A6.3.2 Complex financial instruments:** For complex products such as derivatives or structured products, we are required to assess whether these are appropriate for you based on your knowledge and experience. This means we may need to ask you for additional information.

- i. If we determine that a product is not appropriate for you, we may deny you access to it. In some cases, we may allow you to trade but will provide a warning before you proceed.
- ii. If you do not provide the requested information, we won't be able to complete the appropriateness assessment, and as a result, we will not be able to offer you access to these complex products.

## **A7. Additional requirements by account type**

*The following sections apply only to specific account types. Please review the sections relevant to your account.*

### **A7.1 Joint accounts**

A7.1.1 When you open a joint account with us, one person will be the primary account holder. This person is responsible for some actions, like starting the Account Application and funding the account. We use the primary account holder's personal information for the purposes of client categorisation and conducting appropriateness assessments.

A7.1.2 Each joint account holder agrees that any one of them can:

- i. buy and sell investments, like stocks and options, depending on the account trading permissions;
- ii. receive account statements and other communications about the account;
- iii. withdraw some or all of the money or assets from the account;
- iv. request a modification of account type or Services;
- v. close the account and/or terminate the Agreement;
- vi. choose not to enforce or require us to comply with specific terms or conditions outlined in the Agreement; and/or
- vii. act as if they are the only account holder (i.e. any one of the joint holders shall have the authority to act on behalf of other joint holders).

A7.1.3 Notice to any joint account holder counts as notice to all. All joint account holders are responsible for the account and will be responsible for complying with the terms of the Agreement individually. We can follow instructions from either holder and disburse some or all account property to either joint holder individually.

A7.1.4 Unless you tell us otherwise when opening the account, a joint account shall be deemed "*joint tenants with rights of survivorship*". This means that upon the death of one joint holder, the surviving joint holder becomes the owner of all of the assets in the account. The surviving joint holder shall remain subject to any liens, conditions or liabilities that were attached to jointly held assets.

A7.1.5 The surviving joint holder shall provide prompt notice in writing to us upon the death of the other joint holder. Upon the death of the primary account holder (that is, the joint holder assessed for client categorisation and appropriateness), we may close positions, restrict transactions, or take any additional steps we deem necessary or appropriate, to the extent permitted by Applicable Law.

## A7.2 Trust accounts

A7.2.1 The trustees warrant and represent on an ongoing basis:

- i. those trustees named in the Account Application are the only trustees for the trust;
- ii. we can take instructions from any trustee and send funds, securities, or other assets to any trustee or as they direct;
- iii. we may ask for written consent from some or all trustees before following any instructions;
- iv. that they have the legal authority to (a) sign this Agreement, (b) open the account, (c) enter into transactions, and (d) give instructions, including buying, selling, and managing trust assets;
- v. if only one trustee signs this Agreement, they have the right to act for the account without needing approval from the other trustee or trustees;
- vi. all transactions and instructions submitted for this account will follow the trust rules and Applicable Law;
- vii. they will inform the beneficiaries about the account activities as the trust rules or Applicable Law requires; and
- viii. not to hold us or our Affiliates responsible for any claims, losses, expenses or liabilities arising from processing transactions or following instructions given by the Trustee(s).

## A7.3 Organisation accounts

A7.3.1 If you are an agent or representative acting on behalf of an account in the name of a corporation, unincorporated association, partnership, or other organisation, you warrant and represent on an ongoing basis:

- i. your organisation is legally formed and exists under the laws of where it was created;
- ii. you have the authority to bind the account holder to agree to and comply with this Agreement and place orders;
- iii. you have the authority to trade securities, options, futures, and other investment products allowed in your account based on the rules and requirements of your organisation where you are registered or regulated;
- iv. you have taken all the steps needed to authorise the execution of this Agreement and any related documents;
- v. all transactions and instructions submitted for this account will follow Applicable Law;
- vi. you and any other authorised representatives of the account holder have sufficient experience, knowledge, and understanding of the financial instruments you can trade in your account; and
- vii. the persons which you identify to us as authorised to enter orders and trade on behalf of the account holder have full authority to do so.

## A8. Costs and charges

*We are required to provide information about the costs and charges associated with your account ("Charges") so that you can understand what you may need to pay and how these charges affect your investments. This section explains the different types of charges you may incur when using our services, including commissions, interest, and other fees.*

*Our Charges cover the costs of executing transactions, maintaining your account, and providing services such as market data and research. Some charges may be fixed, while others vary depending on your trading activity or account balance.*

A8.1 You can find full details of our Charges in the Pricing section of our website, as well as in our Costs and Charges Summary (link: [Costs and Charges Summary](#)).

A8.2 We may make changes to our Charges in accordance with Section [E2](#). This may include introducing new Charges as well as changing existing Charges.

A8.3 If you are a client of a financial advisor, discretionary investment manager or introducing broker ("**Intermediary**"), you will have separately agreed with them on the costs and charges for their services. These costs and charges are separate from our Charges. We will deduct the agreed amount for their costs and charges from your account and pay it directly to your Intermediary.

#### A8.4 Charges - Overview

Type of Charges	Description
<b>Commissions</b>	<p>We apply commissions on most products, with the exception of certain ETFs and mutual funds.</p> <p>We will take commissions and fees directly from your account, which will reduce your account balance.</p> <p>Depending on the asset class, commissions may be charged as a fixed amount or as a percentage:</p> <ul style="list-style-type: none"><li>• <b>Fixed Rate Pricing Plans:</b> A single flat rate per share or contract that includes all commissions and all exchange and other third-party fees as well as most regulatory fees. This rate does not include some US regulatory fees as well as stamp tax and financial transaction tax, which are passed through to our clients. Fixed Rate Pricing Plans typically suit occasional traders.</li><li>• <b>Volume-Tiered Pricing Plans:</b> Commissions charged decrease based on volume, plus additional fees including exchange, regulatory, applicable tax, and clearing fees. We also apply a surcharge on certain products. In cases where an exchange provides a rebate, we pass some or all the savings directly back to you. Volume-Tiered Pricing Plans typically suit more active traders as they itemise the individual cost components of each trade and pass-through external fees.</li></ul> <p>Learn more: <a href="#">Commissions</a>.</p>
<b>Interest</b>	<p>You may earn interest on uninvested cash in your account. However, balances below a certain threshold (calculated separately for each currency) will not earn interest. The applied interest rates will vary depending on the net asset value of your account.</p> <p>For some currencies, interest rates may be negative. This means that instead of earning interest, you may be charged for holding a balance in that currency if its rate is negative. For balances below a certain amount, negative interest will not be charged.</p> <p>If you owe money to us, we may also charge you interest on the amount owed.</p> <p>For details on how we calculate interest and the specific rates that apply, click the link below.</p> <p>Learn more: <a href="#">Interest Rates</a>.</p>
<b>Other charges</b>	<p>Our Affiliate Global Financial Information Service ("<b>GFIS</b>") distributes third-party research, market data and news - as well as some information resources created within the IBKR Group. Some research and news services are available free of charge.</p>

	<p>GFIS generally charges a monthly subscription fee for research and news. The monthly fee varies depending on the type of services subscribed for. These subscription services are subject to minimum equity balance requirements, as detailed on the IBUK Website.</p> <p>GFIS also provides access to real-time streaming market data via subscriptions for the exchanges on which you may wish to trade. These subscription services are subject to minimum equity balance requirements, as detailed on the IBUK Website.</p> <p>Learn more: <a href="#">Research and News</a> / <a href="#">Market Data Pricing</a>.</p> <p>You may also be charged fees in relation to:</p> <ul style="list-style-type: none"> <li>• corporate actions and dividend processing;</li> <li>• non-commission based trading fees (e.g., to cancel or modify orders at your request, to close a position over the telephone or to cover fees we are charged by an exchange or other market centre, due to an order you have placed);</li> <li>• exercise and assignment of futures and options;</li> <li>• withdrawals, physical cash deposits and processing of returned cheques;</li> <li>• security transfer fees; and</li> <li>• account maintenance and/or reporting fees.</li> </ul> <p>Learn more: <a href="#">Other fees</a></p>
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## **A9. Keeping your account secure**

### **A9.1 What are account security details?**

A9.1.1 Your account security details help protect your account and keep your money and assets safe. These may include, for example:

- passwords, PINs, and security codes;
- memorable information, like security questions and answers; and
- biometric data, such as your fingerprint or face ID.

You may also use other security details to access your account. If you are unsure, check your account settings or [contact us](#).

### **A9.2 Keeping your security details safe**

*It is important to keep your account security details safe to protect your account from fraud and unauthorised access. If your details are not secure, someone could steal your funds, make transactions without your permission, or misuse your personal information. By protecting your security details, you help keep your money and personal data safe.*

A9.2.1 We use the latest security measures to protect your account, but you are also responsible for keeping your account secure. This means protecting your security details. For example, by:

- never sharing your security details with anyone-even us;
- choosing strong passwords and keeping them private;
- changing passwords periodically;
- making sure your devices are secure, and your apps are up to date;

- v. disconnecting from the Trading Platforms when you are not using them;
- vi. being aware of scams and not responding to unexpected messages asking for your details.

A9.2.2 You must tell us immediately if you know or suspect that any person has your security details or has accessed your account without your permission (link: [Contact Us](#)).

### **A9.3 What happens if your details are not kept safe?**

A9.3.1 You understand we cannot confirm if someone else is using your security details to place orders.

A9.3.2 We may block your account if we spot anything suspicious (see Section [D1](#)) or have concerns about the security of your account.

A9.3.3 If someone else uses your security details before you notify us, you could be held responsible for any transactions or actions they carry out on your account.

## **A10. How we will communicate with you**

A10.1 Our Agreement with you and all information and notifications will be in English. We will communicate with you in English. For your convenience, some documents are available in multiple languages. If there is a difference between versions, the English version will apply.

A10.2 We want you to be able to access your account information quickly and easily. That is why, we send important documents and messages electronically. For example, trade confirmations, proxy materials, account statements, mutual fund documents, key information documents and other important information. We may also provide information on the IBUK Website. For example, margin requirements, or settlement and delivery instructions.

A10.3 You may receive these electronic documents and messages through the Trading Platforms, by email, on the IBUK Website, or a secure site from our service providers. We may also need to send documents by mail if required by Applicable Law. When we send something electronically, we will make sure you know how to access it.

A10.4 You confirm that you have regular internet access. You agree to receive all important documents and messages via the IBUK Website or other electronic means.

A10.5 You agree to receive key information documents ("**KIDs**") for Covered Products subject to the Packaged Retail and Insurance-based Investment Products Regulation through our website (link: [Key Information Documents](#)). You can find these documents in the Support section of the Client Portal (under "PRIIPS KID"), and via links available in the Trading Platforms when placing orders or viewing information about a Covered Product.

A10.6 You can change your mind about getting electronic updates at any time. Just let us know using the contact details above (link: [Contact Us](#)). However, if you do not agree to receive electronic updates, it may limit our ability to provide our Services to you.

## **A11. Cancellation rights**

A11.1 You may close your account and cancel the Agreement within fourteen (14) days of the date we open your account ("**Cancellation Period**").



A11.2 You will not be charged for exercising your right to cancel this Agreement during the Cancellation Period. However, if we have carried out transactions on your behalf during the Cancellation Period, you will still have to pay the Charges related to those transactions. See Section [A8](#) on our Charges.

A11.3 If you wish to cancel the Agreement during the Cancellation Period, follow the steps to close your account on the IBUK Website. Visit: [Closing Your Account](#). Section [E6](#) will also apply, which sets out the terms that will still apply even after the Agreement is cancelled.

A11.4 If you do not cancel under this Section [A11](#), this Agreement will continue to apply to you until terminated. You have the right to close your account and terminate the Agreement at any time under Section [E5.2](#).

## PART B - TRADING WITH US

### B1. Deposits and withdrawals

*To help you manage your account, we have provided details on how to deposit and withdraw funds. This information is important to ensure you can easily access and transfer your money when needed.*

**B1.1 Depositing funds:** You can find all the details about how to deposit funds and what payment methods are available on our website (link: [How do I transfer funds in?](#)).

**B1.2 Withdrawing funds:** Information on how to withdraw funds and any restrictions can be found on our website (link: [How do I transfer funds out?](#))

### B2. Orders and transactions on the Trading Platforms

#### B2.1 Placing orders

B2.1.1 We will act on any reasonable instructions you give or appear to give in relation to your account.

B2.1.2 An "order" is any request you place to buy, sell, or deal in a financial instrument. Some orders, like limit or stop orders, are for execution at a later time or under specific conditions. An order will only take effect once we accept it and agree to process and attempt execution based on market conditions.

B2.1.3 You can place orders using our Trading Platforms (link: [Which Platforms Are Right For You?](#)). You may also use third-party platforms or interfaces. However, we are not responsible for any issues caused by third-party services. These platforms are independent and beyond our control.

B2.1.4 You must ensure that your account has enough cash, equity or other assets to place and settle orders. For example, with a cash account, you need sufficient funds to complete the transaction when it settles before you submit an order to us.

B2.1.5 Information on how to place an order on your preferred Trading Platform is available at: [How Do I Place an Order?](#)

#### B2.2 No obligation to trade

B2.2.1 You do not have to enter into any trades, and we are not required to accept any order or instruction from you.

B2.2.2 We may decline any instruction from you or, having accepted it, refuse to act on such instruction if:



- i. We believe the instruction or its consequences are improper, unlawful, or expose us or any of our Affiliates to financial or other risks.
- ii. Your account does not meet the conditions applicable to your account type at the time the instruction is submitted or when it is due to be executed. This may include insufficient funds, margin deficiencies, or other non-compliance with account requirements.

B2.2.3 If your account does not comply with our required terms and conditions, we may cancel or suspend any open orders. This could happen if, for example, you fail to provide required documents, have insufficient funds, or violate trading rules. We may also prevent further trading until the issue is resolved.

B2.2.4 We reserve the right to determine whether we will quote a market, trade, or broker deals in specific products and whether we will enter into transactions with you for those products.

B2.2.5 Our decision to enter into a transaction in a product does not commit us to continue trading in that product or to engage in additional transactions with you involving that product in the future.

### **B2.3 Error correction, order cancellation and modification**

**B2.3.1 We have the right to cancel, adjust, or close out transactions even after confirmation if an error occurs.** This includes errors caused by:

- i. technical issues affecting our Trading Platforms;
- ii. adjustments made by our counterparties;
- iii. requirements imposed by a Competent Authority; or
- iv. trades executed at prices clearly out of line with prevailing market conditions.

B2.3.2 You may request to cancel or modify an order that we have not executed. However, cancellation or modification may not always be possible. The order will only be cancelled or modified if we confirm your request. For orders placed via a trading venue, the change must be permitted by the venue.

B2.3.3 We shall not be liable if you cannot cancel or modify an order. You are responsible for the execution of such order, notwithstanding a request to cancel or modify the order.

B2.3.4 You acknowledge that attempting to modify or cancel and resubmit an order may result in both the original and the replacement orders being filled partly or in full. You are responsible for all such executions.

### **B2.4 Best execution**

B2.4.1 Best execution is the requirement to take sufficient steps to get the best possible result for our clients when executing client orders. We must consider various factors, including price, costs, speed, chances of completing the order, and size in order to provide you with best execution.

B2.4.2 IBUK's Order Execution Policy outlines the procedures we follow and the market factors we consider as part of our best execution obligation. This policy is subject to occasional changes that become part of our Agreement with you. You can access it by clicking the following link: [IBUK Order Execution Policy](#).

B2.4.3 Our best execution obligation is limited when we follow your specific instructions. For example, if you specify a trading venue, this may prevent us from achieving the best result for you. If an instruction applies to part of an order, we apply our Order Execution Policy to the rest.

B2.4.4 You are responsible for trading in accordance with any rules or policies applicable to your order (e.g., trading hours, order types, etc.). By signing this Agreement, and whenever you place an order, you confirm that for each transaction, you agree to our Order Execution Policy.

B2.4.5 We may utilise another executing broker or dealer, including an Affiliate or a third party, to execute your orders. To the extent that we or our Affiliates provide execution services for you, you shall receive best execution in accordance with Applicable Law. For third-party execution, the executing party will be subject to the laws and regulations that apply to them, which may differ from those applicable to IBUK or its Affiliates. The executing party shall have the benefit of all our rights and remedies and limitations on liability under the Agreement.

B2.4.6 Exchanges and regulators require brokers to implement pre-trade filters and checks to prevent order disruptions or rule violations. These measures may cause delays, cancellations, or rejections of orders. We may also impose limits on order price or size before submitted to an exchange, at their discretion (see Section [B2.5](#)).

## **B2.5 Position limits**

B2.5.1 We may set position limits or restrict the number of open positions you can hold. This may include limits on the size of individual positions, total exposure in your portfolio, or other factors affecting your overall risk profile. Third parties, such as a Competent Authority, may also set position limits that apply to your account.

B2.5.2 We will take action to prevent you from entering into transactions that would result in a position limit violation. This includes monitoring your account activity, sending notifications to help you manage your exposure, and imposing trading restrictions on accounts nearing a limit.

B2.5.3 We may also reduce open positions by issuing closeout or offsetting trades or may require you to reduce your positions. We may refuse to accept orders to open new positions at our discretion. These limits may be enforced even if not required by Applicable Law.

B2.5.4 You must comply with all position limits set by us or any Competent Authority.

B2.5.5 You agree to notify us if you are required to file position reports and to provide copies promptly.

## **B2.6 Fast and volatile markets**

B2.6.1 During busy trading times or in fast-moving markets with large price changes ("**Fast Markets**"), there may be delays in executing your orders. There may also be delays in providing trading activity and other reports.

B2.6.2 When you place either a:

- i. market order (i.e., an order to buy or sell immediately at the best available price); or
- ii. stop market order (an instruction to buy or sell a security once its price reaches a specified level).

in a Fast Market, we cannot guarantee that your execution price will match the price you see at the time you submit the order. This is because the market may be volatile and/or the price may have moved up or down between the time that you place your order and the time that we execute your order. When this happens, we will execute your order at the next best place and in accordance with our Execution Policy (see Section [B2.4](#)).

B2.6.3 In cases of severe market disruption or unusual price volatility, we may:

- i. stop clients, including you, from placing orders for that instrument through the Trading Platforms;
- ii. decline to renew expiring contracts;
- iii. close out contracts where a significant loss has occurred or is expected; and/or
- iv. stop an initial public offering stock from being traded through the Trading Platforms.

## **B2.7 Delivery and settlement**

*Delivery and settlement refer to the transfer of assets and payment after a trade. Delivery is when the seller transfers ownership of the asset to the buyer. Settlement is when payment is made and the asset is delivered, or when we receive the asset and you make payment. Both we and you have responsibilities to ensure timely and accurate settlement. We will facilitate the process, and you must meet your obligations. Any delays or failure to settle may result in consequences as outlined in this Agreement.*

B2.7.1 If at any time:

- i. you do not deliver any product sold by IBLLC on your behalf; or
- ii. IBLLC consider it is necessary to replace any property delivered for your account;

then: you authorise IBLLC to borrow or buy any product needed to complete a transaction.

B2.7.2 IBLLC may also replace previously delivered product and deliver it to the appropriate buyer or party. IBLLC may use securities from your account to pay for or return borrowed products.

B2.7.3 Funds will be paid to your account only after positions are settled.

## **B3. Fractional shares trading**

B3.1 You can buy some stocks and ETFs (if available) in fractional shares instead of whole shares.

B3.2 If you receive fractional shares due to a stock split or other corporate action, IBLLC may, at its discretion, sell the fractional shares on the open market or to the issuer or transfer agent. You will receive your pro-rata share of the proceeds from such sale. If sold on the open market, the sale price may differ from that offered to certain registered owners by the issuer or transfer agent.

B3.3 You retain full day-to-day control over any fractional shares in your account. However, fractional shares cannot be transferred to another broker. If you wish to transfer fractional shares to another broker you may need to liquidate (i.e., sell) the fractional shares. The cash value from the sale will then be returned to you.

B3.4 If we become insolvent, you will still own your fractional shares. An insolvency practitioner, like an administrator or liquidator, will manage our assets and debts. If they transfer your fractional shares to another broker, you will still own them. If they cannot transfer them, they may sell them and return the cash value to you.

B3.5 Please read our Fractional Share Trading Disclosure to learn more about the special features, limitations, and risks of trading and holding fractional shares (link: [Fractional Share Trading Disclosure](#)).

## **B4. Corporate actions**

B4.1 Corporate actions are events that affect investments, like dividends, stock splits, or mergers. There are two main types:

- i. **Mandatory corporate actions** happen automatically, with no action needed from you. Examples include stock splits and mergers. These actions will be applied to your account on the effective date or once the new shares or funds are received from the depository or clearing agent.
- ii. **Voluntary corporate actions** require you to make a choice. The company won't proceed without your response. For example, in a rights issue or open offer, you will need to decide whether you want to take part.

B4.2 We do not have to notify you of corporate actions, deadlines, required actions, or meeting dates. We are also not obligated to act if you do not submit a choice for a voluntary offer in our Corporate Action Manager tool ("**CA Manager**"). However, CA Manager lets you view upcoming corporate actions for positions in your account. This is accessible from the Client Portal (link: [CA Manager](#)). You can also submit choices for voluntary offers via CA Manager.

B4.3 You need to understand the terms of any investments in your account, including corporate actions. You authorise us to act in accordance with your instructions regarding the exercise of rights relating to corporate actions and other voting rights.

## **B5. Dividends**

B5.1 If you hold securities that pay a dividend, the dividend is included in your account's Net Asset Value ("**NAV**") once it accrues. This usually happens on the ex-dividend date - the date when your securities start trading without the right to receive the next dividend.

B5.2 The accrued amount stays in your dividend accrual balance until the payment date, when it moves to your cash balance. Your NAV reflects the dividend from the ex-dividend date.

B5.3 For more details on dividends, including key terms and payment processes, please refer to our frequently asked questions (link: [Dividends FAQs](#)).

## **B6. Negative balances**

B6.1 If there is a negative cash balance in any currency on your account (regardless of whether it is margin enabled), margin interest rates as specified on the IBUK Website will be charged on the balance you owe to us in that currency until the deficit is repaid.

**B6.2 We may treat a cash (non-margin) account with a negative cash balance as a margin account, in which case the terms and conditions specified in these Terms relating to margin shall apply (see [Part F](#)).**

B6.3 For any negative cash balance that remains unpaid, you agree to pay and shall be liable for the reasonable costs and expenses of the recovery of the unpaid amount, including, but not limited to, legal fees and/or collection agent fees.

B6.4 If we seek to recover any unpaid deficit through a court or arbitration proceeding, we reserve the right to recover interest at statutory interest rates, rather than margin interest rates.

B6.5 We may take all steps permissible under Applicable Law to recover an unpaid deficit, including but not limited to transferring or assigning the debt to an Affiliate or other third-party entity for collection.

## **B7. Confirmations and account statements**

B7.1 We will promptly provide, or arrange for an Affiliate to provide:

- i. confirmations of order executions or cancellations;
- ii. periodic statements, at least monthly;
- iii. a summary statement of Charges, at least annually; and
- iv. an illustration of the cumulative effect of Charges on returns, at least annually.

B7.2 Any confirmation, statement or illustration to be provided by IBUK will be displayed on the Client Account Management section of the Trading Platforms. A transaction shall be deemed executed when your order is confirmed as executed by IBUK.

B7.3 We will confirm the execution or cancellation of your order electronically. This can be through email, the Trading Platforms, or by posting on the IBUK Website.

B7.4 You agree to monitor each open order until we confirm the execution or cancellation. Confirmations may be delayed or incorrect for many reasons including computer system issues or inaccurate reporting. Orders may also be changed or cancelled under appropriate circumstances, including by an exchange or dealer.

B7.5 You must tell us **as soon as possible, but within one business day**, if:

- i. you do not receive a confirmation;
- ii. you receive a confirmation you believe to be incorrect; or
- iii. you get a confirmation for an order you did not place.

You must also let us know if you see any information in your account statement that is incorrect. If you do not let us know promptly, we may not be able to make changes or corrections to transactions or balances in your account.

B7.6 We are not responsible for incorrect or missing orders and will execute trades based on the instructions we receive from you. You will be bound by trades that match your order as received by us.

B7.7 We may adjust your account to fix any mistakes. You agree to return any assets that you received by mistake.

## **B8. Suspension or withdrawal of Electronic Services**

B8.1 We can stop or suspend any part of our Electronic Services right away if:

- i. we think someone is using your login credentials without permission;
- ii. have reason to believe you are not complying with the Agreement or Applicable Law;
- iii. we believe your use of our Electronic Services is putting our operation at risk for any reason;
- iv. we need to carry out essential maintenance or updates;
- v. there are network issues, design problems, or cyberattacks; or
- vi. we think it is necessary to protect our Services to you.

## **PART C - HOW WE HANDLE AND PROTECT YOUR ASSETS**

### **C1. IBLLC will hold your assets outside the UK under U.S. laws and regulations**

C1.1 IBLLC (and not IBUK) is the custodian of the assets and money held in your account. In this role, IBLLC provides the following Client Money and Custody Services:

- i. accepting and holding your money in your account;

- ii. holding your securities and other assets;
- iii. providing you credit and applying the Margin Requirements;
- iv. conducting any stock lending activity you authorise;
- v. paying interest on cash balances;
- vi. charging you for interest you owe to IBLLC on borrowed funds;
- vii. handling your requests to withdraw funds or transfer assets; and
- viii. liquidating your positions or assets as permitted under this Agreement.

C1.2 IBLLC will provide the Client Money and Custody Services directly to you as its customer. IBUK is not responsible for providing these services.

C1.3 IBLLC is located in the United States. It is regulated under US law and will hold your money, securities, and other assets according to the rules of the SEC and the CFTC (as applicable). IBLLC either holds client funds directly with a clearing house or, where our Affiliate is a member of the relevant clearing house, IBLLC holds client funds through an omnibus clearing account at the Affiliate, which in turn holds the customer funds at the relevant clearing house.

C1.4 In a small number of markets, IBLLC or an Affiliate will hold client funds through a local unaffiliated sub-custodian (commonly a large local bank or broker) that is a member of the local clearing house for that market.

C1.5 IBLLC will generally hold or deposit your money, securities or other assets outside of the United Kingdom. This means that UK laws and regulations, including the FCA's client money and custody rules, will generally not apply to IBLLC or other financial institutions holding your money or assets.

C1.6 If IBLLC or another financial institution holding your money and assets becomes distressed or goes into bankruptcy, your money and assets may be treated differently than they would be treated under UK law.

C1.7 For more information about how your money and assets are protected by IBLLC under this Agreement, please see the left column titled "IBLLC as Account Carrier" in our disclosure (link: [How your assets are protected](#)). To compare with protections available to money and assets held in an account carried by IBUK (such as our ISA or Covered Products accounts), refer to the right column titled "IBUK as Account Carrier".

## **C2. Protection for your securities and cash related to securities**

### **US Securities Investor Protection Corporation**

C2.1 IBLLC is a member of the Securities Investor Protection Corporation ("**SIPC**"). SIPC provides customers of member firms with protection against loss of up to US\$250,000 in cash and up to US\$500,000 in securities and cash combined.

C2.2 SIPC protection covers assets held by a member firm that is in liquidation because it does not have assets sufficient to cover its debts to customers. SIPC does not protect against decline in the value of your securities.

C2.3 A non-U.S. citizen with an account at a brokerage firm that is a member of SIPC is treated the same as a resident or citizen of the United States with an account at a SIPC member brokerage firm.

C2.4 SIPC determines its coverage terms. Visit [www.sipc.org](http://www.sipc.org) or call +1 (202) 371-8300 for more information.

C2.5 The above is a description of SIPC terms based on its website. IBLLC is not guaranteeing that SIPC will provide such coverage.

**C2.6 SIPC coverage does not apply to assets or cash held in the Commodities Segment of your account, including futures, option on futures, or other CFTC-regulated assets or positions.**

C2.7 See [Part H](#) below regarding commodities trading and protection of futures, options on futures and other CFTC-regulated assets.

### **UK Financial Services Compensation Scheme**

C2.8 IBUK is a member of the FSCS, which provides compensation to customers of financial services firms that go out of business. Such protection will only apply to you in limited circumstances (in respect of IBUK's arranging activities). For more information, visit the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

### **C3. Our right to use your assets**

C3.1 You agree that IBLLC and its Affiliates can use your assets for stock lending activities, but only to the extent permitted by Applicable Law. This may involve lending your securities, collateral, or other property to third parties or for their own use.

C3.2 The right of use in Section [C3.1](#) may apply when you engage in: (i) margin trading; (ii) a stock loan transaction (including for purposes such as short selling or collateral management) for example. It will also apply where you choose to join IBLLC's "*Stock Yield Enhancement Programme*". Separate conditions apply, and more information is available on the IBUK website (link: [Stock Yield Enhancement Programme](#)).

[C3.3 IBLLC](#) or its Affiliates may deposit your assets with third parties without informing you in advance. These third parties may not provide the same level of protection as IBLLC or its Affiliates. IBLLC or its Affiliates may use your assets as collateral for loans or other financial obligations, which could expose your assets to additional risks. IBLLC will protect your legal rights to the assets, in accordance with Applicable Law.

C3.4 IBLLC or its Affiliates may return assets to you that are different in type, quality, or value from what you originally deposited. If a third party registers your assets, they may not register them in your name, which could affect your legal rights to the assets.

C3.5 If IBLLC or its Affiliates lend your assets as part of stock lending, please note the following:

- i. **tax implications:** These activities may impact your tax situation. We recommend you speak with a tax advisor;
- ii. **rights and consequences:** Stock lending may affect your rights and lead to other consequences;
- iii. **understanding the risks:** Stock lending may expose your assets to additional risks. Before agreeing to participate, we recommend that you fully understand these risks and the potential consequences. It would be best to consider seeking independent financial advice to ensure this activity aligns with your financial goals and risk tolerance.

### **C4. We have a security interest in your assets**



C4.1 Any assets you hold with us are pledged as a first-priority lien (i.e., security interest) for amounts you owe.

C4.2 You confirm any margin provided by you is free from third-party claims or interests. You agree not to transfer or assign the margin.

C4.3 We can take or sell your assets if you do not pay what you owe us. This applies to obligations under this Agreement, other agreements with us, or related transactions. Our right is a first-priority lien. This means we are paid before anyone else. It applies to all assets in your account, including securities, cash, investments, contracts, foreign currency, or collateral, and any proceeds from them.

C4.4 You agree to sign all documents (including any stock transfer forms) we need to exercise our rights as lienholder.

C4.5 We may allow you to grant a security interest to a third party. However, it must be lower in priority than ours and requires our written consent.

## **C5. We can remove worthless or non-transferable securities from your account**

C5.1 You agree that we have the right to remove worthless or non-transferable securities from your account. These may include securities:

- i. whose registration has been cancelled, revoked or otherwise invalidated; or
- ii. issued by a company that is bankrupt, dissolved or has had its charter revoked.

## **C6. Unclaimed property**

C6.1 IBLLC may be required to turn over to the U.S. state of Connecticut (where IBLLC is incorporated) property in our custody that is deemed abandoned under Connecticut law. To prevent this from happening, you must periodically show activity on your account (e.g., by logging in) or otherwise contacting us (link: [Contact Us](#)). Before remitting abandoned property, we will write to you at the last known physical and email address on your account.

C6.2 Owners of property turned over to Connecticut can reclaim their property from the state. IBLLC is not liable to you for complying with its legal obligations to turn over such property to Connecticut.

# **PART D - ACCOUNT RESTRICTIONS, DEFAULT EVENTS AND OUR RIGHTS OF ACTION**

## **D1. Account restrictions**

### **D1.1 When we may restrict access to your account**

D1.1.1 We may limit your ability to trade or access your account

- i. to comply with Applicable Law or the direction request of a Competent Authority;
- ii. if we require information from you to meet regulatory or security requirements, and you have not responded;
- iii. if we need to address technical or operational issues affecting your account; or
- iv. if there is a dispute or reasonable concern about your account. For example, where joint account holders give us conflicting instructions, or where concerns are raised by a person authorised to contact us about your account (known as a "[Trusted Contact](#)").



D1.1.2 We may also apply restrictions to your account if we know or reasonably suspect that:

- i. your account has been involved in fraud, crime, or breaking the law (whether you were the offender or a victim);
- ii. you are using your account in an unauthorised way (e.g. primarily for commercial or currency conversion purposes - see Section [A2.1.2](#));
- iii. you have lost the ability to make legal decisions;
- iv. you are showing signs of vulnerability and could be at risk of harm; or
- v. there are signs of suspicious, unusual or inappropriate activity on your account.

## **D1.2 What restrictions can be applied?**

D1.2.1 Depending on the reasons, we may place restrictions including (but not limited to) the following on your account:

- i. restrict you from trading (including placing orders to open, close, reduce or increase the size of a position in any specific instrument or type of instrument);
- ii. stop certain types of trades or orders, for example, where that order would cross with the order of another client or to stop you from being on both sides of the market in an instrument;
- iii. set limits on the size of your orders or the amount of money at risk;
- iv. prevent market orders outside the regular trading session hours for a specific instrument on a specific exchange or market centre; and/or
- v. prevent you from putting money into or taking money out of your account.

D1.2.2 You are still responsible for your orders and transactions, even if your trading is restricted under the circumstances as set out in this Section [D1](#).

D1.2.3 Restrictions will remain in effect until the issue that led to the restriction is addressed to our satisfaction. This is to help ensure the safety and security of all account holders and the integrity of the Services we provide to our customers.

D1.2.4 You agree to not hold us responsible for any losses, damages, costs or charges incurred resulting directly or indirectly from the exercise of our right to place restrictions on your account or take any other actions as set out in this Section [D1](#). However, you do have the right to complain if you are unhappy about an action we have taken (link: [How to complain](#)).

## **D2. Liquidation of assets**

D2.1 IBLLC and its Affiliates may (but are not obligated to) liquidate (i.e., sell or close) all or part of your assets in any of your accounts with us in the following circumstances, as determined in their respective sole discretion:

- i. an Event of Default has happened (see Section [D3.1](#));
- ii. your account has an overall negative value;
- iii. you place an order and receive an execution, but that execution results in not having sufficient equity to remain in margin/cash compliance;
- iv. your account does not have enough money to meet the Margin Requirements (see Part F);
- v. IBLLC or its Affiliates expect that holding a position in your account will likely result in a margin violation. For example, when an options contract expires;
- vi. the Agreement has ended (see Section [E4.1](#));
- vii. to comply with Applicable Law, court order or other similar directions;
- viii. where liquidation is needed to protect IBLLC or its Affiliates. For example, if we reasonably believe that we (or another entity in the IBKR Group) may otherwise be exposed to legal action or censure from any Competent Authority; and/or

- ix. to follow good market practices.

**D2.2 Your assets (including open positions) can be liquidated, in any manner and through any dealer, without advance notice to you.** However, you will be notified if liquidation of your assets does happen.

D2.3 If we do provide you with advance notice that your assets are at risk of liquidation, this does not mean that your assets cannot be liquidated.

D2.4 You cannot choose which assets may be liquidated or the order or manner of liquidation.

D2.5 If your assets are liquidated and your overall account balance is negative, you must repay the shortfall. We are not responsible for any losses you may have from this. You must also pay for any costs and reasonable legal fees that arise from the negative account balance created.

D2.6 If the IBKR System does not liquidate your assets and we ask for more margin (i.e., issue a margin call), you must deposit money immediately. Even after asking for more money, IBLLC or its Affiliates can still liquidate your assets if it thinks necessary, in accordance with Section [D2.1](#).

### **D3. Events of Default**

D3.1 The occurrence of any of the following is an "Event of Default":

- i. you, or we reasonably believe, that you are in material breach of any term of this Agreement, or any agreement with us or our Affiliates;
- ii. the equity in your account is negative or the account does not meet the Margin Requirements for that specific account type;
- iii. your failure to perform any obligation due to us under this Agreement;
- iv. you are or become unable to pay your debts as and when they fall due;
- v. the initiation by a third party of proceedings for your bankruptcy (if you are an individual) or for your winding up or for the appointment of an administrator or receiver in respect of you or any of your assets (if you are an organisation) or (in both cases) if you make an arrangement or composition with your creditors or any other similar or analogous procedure is commenced in respect of you;
- vi. your organisation, trust or company is dissolved, or its registration or permission to exist (if applicable), has been suspended;
- vii. any statement or promise you made to us, or our Affiliates, was false or misleading when made or becomes untrue at any time and is not corrected within three business days;
- viii. you fail to respond to our attempts to contact you concerning potentially abandoned property (see Section [C6](#));
- ix. you do not provide us with the requested information to verify your identity or the identity of your directors, principals, shareholders, owners, authorised signatories or traders, settlors, trustees or other persons whose identity we need to identify for the purposes of detecting money laundering or other offences;
- x. you have committed, or we have reasonable grounds for suspecting that you have committed, fraud or any other offence or been deceitful in your dealings with us in relation to your account;
- xi. any other circumstances where we reasonably consider that it is necessary to take any action(s) in accordance with Section [D3.2](#) to protect ourselves or our other clients.

D3.2 If an Event of Default occurs, unless otherwise prescribed by Applicable Law, IBUK, IBLLC, and our Affiliates may, in our absolute discretion, take one or more of the following actions.

- i. terminate this Agreement in accordance with Section [E5](#);
- ii. end any of IBUK's or IBLLC's duties to you;

- iii. restrict your access to any or all Services;
- iv. cancel any unfilled orders;
- v. liquidate, sell or close out any of your trades or positions, or any cash, stocks, or other assets in your accounts;
- vi. exercise the security interest that we have in your assets;
- vii. Borrow or buy any property needed to complete a transaction for you, including short sales;
- viii. Exercise any or all option contracts to which you are a party. If we sell your assets due to an Event of Default, Section [D2](#) of these Terms will apply.

D3.3 If we plan to take any actions under Section [D3.2](#), we will let you know as soon as we can before any action takes place. However, in some cases, we will only notify you once we have carried out the relevant actions. This could happen when, for example:

- i. you violate the Margin Requirements;
- ii. you have acted illegally; or
- iii. providing you our Services or maintaining your account may: (A) expose us or our Affiliates to action or censure from any Competent Authority; or (B) be prejudicial to our broader interests or to the interests of our Affiliates.

D3.4 If we decide not to exercise our rights under Section [D3.2](#) straight away, that does not mean we will not exercise them at a later time. We reserve the right to act in accordance with Section [D3.2](#) at any time (as appropriate).

#### **D4. Set-off**

D4.1 To the extent permitted under Applicable Law, we have the right to deduct (set-off) any money or liability that you owe us from:

- i. the money in your account; and/or
- ii. close your open positions or sell the products we hold for you, whether at a loss or at a profit and subsequently liquidate your account for the liability payable by you.

D4.2 We may also:

- i. convert any amounts owed into different currencies as we consider appropriate;
- ii. combine your accounts (if you have more than one account with us under any agreement) and offset any amounts you owe to us or our Affiliates across any of your accounts against any amount we owe to you. This can occur regardless of the agreement under which the liability was incurred, provided we are permitted to take this action under Applicable Law; or
- iii. use any security you give to us to cover any amounts owed after the set-off.

D4.3 We will generally only use these rights to handle non-payment or late payment of amounts due. For example, to cover the paying of margin or any fees or expenses you owe. We may also exercise this right to recover late or failed payments from you or payments made to you by mistake.

D4.4 Upon any Event of Default, all outstanding transactions will be deemed terminated as of the time immediately preceding the triggering event. Without further notice to you, all obligations between you and us (across any or all of your accounts with us) will be netted into a single obligation to pay a net sum of cash to us or (if a net amount is payable to you) to you. We may apply such rights regardless of the currency of any amount payable by us to you or vice versa. The netting and set-off rights in this Section D4 shall be binding upon any third party to the extent allowed by Applicable Law.

D4.5 We will notify you when we use our rights in this Section [D4](#). However, sometimes that notification will only be sent after we have exercised our rights under this section.

## PART E - GENERAL PROVISIONS

### E1. Limitation of our liability

E1.1 You may incur losses when using our Services. Losses can happen for a number of reasons, including:

- i. decisions you make when buying or selling investments;
- ii. technology issues, outages, or delays that affect how or when your orders are placed or executed (see Section A5 for more on digital platform risks);
- iii. market conditions outside your or our control, such as price volatility or liquidity issues;
- iv. mistakes in the information you enter or the instructions you give;
- v. actions we may take under this Agreement - such as refusing to accept an order (Section [B2.2](#)), restricting your account (Section [D1](#)), or closing a position (Section [D2](#)).

We may take such actions, for example, where required to comply with law or regulation, to manage risk, or to protect your account or the Trading Platform. You are responsible for your own trading decisions, and losses are a normal risk of investing or trading.

E1.2 It is important to understand when we do/do not accept liability for losses, so that you can make an informed decision about the risks of using our Services. While our limitation of liability is described below, nothing in this Section E1 prevents us from considering individual complaints on their merits. If you have a complaint relating to this Agreement or the Services we provide, please refer to [How to complain](#) above.

E1.3 We (which in this Section shall include our Affiliates and or our respective directors, officers, employees, associates or agents) are not responsible for any loss or damage you incur that is not directly caused by our own action or inaction. For example, we are not responsible for loss or damage caused by:

- i. decline in the value of your investments due to market conditions;
- ii. any unexpected circumstances, actions, or events that are outside of our reasonable control, including but not limited to severe weather, natural disasters, cyberattacks, power failures, or labour disputes;
- iii. acts of war, terrorism, or similar threats;
- iv. your actions or decisions, including your investment decisions or submission to us of trading instructions, even if submitted in error;
- v. your failure to protect your username and password or the security of computers or devices used to connect to our Trading Platforms;
- vi. the action or inaction of third parties (other than vendors we have contracted with to provide the Services to you under this Agreement), including but not limited to the actions of hackers, fraudsters or other criminals;
- vii. the failure of any broker, dealer, counterparty, custodian, sub-custodian, trading venue or other third party to perform their obligations; or
- viii. action/inaction of any Competent Authority (where we are not at fault for the action taken).

E1.4 We are not responsible for any loss or damage arising from or related to:

- i. actions we take (or do not take) to comply with Applicable Law;
- ii. our refusal to execute any order; or
- iii. any failure, delay or error in confirming any of your transactions.

E1.5 We shall not be liable for:

- i. any loss of profits (whether direct or indirect);
- ii. loss of opportunity;
- iii. business losses (meaning losses related to your trade, business, craft or profession);
- iv. damages that are not directly connected to our action or inaction (known as consequential damages); or
- v. punitive damages.

For example, even if you suffer a loss due to a trading error that is our responsibility, you cannot claim lost profits on positions you claim you would have opened in the event the error had not occurred.

E1.6 The Agreement does not limit or exclude our liability for death, personal injury, fraud or fraudulent misrepresentation or any other duty or liability we owe you under Applicable Law.

## E2. Notifying you of changes to this Agreement

E2.1 We may make changes to this Agreement (including introducing new charges or changes to existing Charges or changes to the basis on which we charge) from time to time for any valid reasons including those set out in Section [E3](#).

E2.2 If we add a new term or change an existing term in this Agreement, we will take reasonable steps to provide you with appropriate notice. There might be times when we let you know after we have made a change, for example, if a change benefits you or does not put you at a disadvantage. Section [E2.3](#) sets out the types of changes which we may make under this Agreement and the relevant notice we will provide to you.

E2.3

Types of change	When will we notify you?
<ul style="list-style-type: none"><li>Changes to the Agreement that are favourable to you.</li><li>Changes made to reflect Applicable Law.</li><li>Changes to the interest rates we charge or pay, where we have a valid reason for the change.</li></ul>	We will tell you about these changes <b>within thirty (30) days of making the change</b> .
<ul style="list-style-type: none"><li>Any other change that is not favourable to you.</li></ul>	We will give you <b>at least thirty (30) days' advance notice</b> .
<ul style="list-style-type: none"><li>Minor changes, such as drafting and typographical amendments.</li></ul>	Such changes may be made by updating these Terms on the IBUK Website, <b>without direct notice to you</b> .

## E3. Reasons for changing this Agreement

E3.1 We may change the Agreement for any or all of the reasons set out in this Section [E3](#):

- i. to make the terms more favourable to you or to correct a mistake or oversight or ambiguity (provided that any correction would not be detrimental to your rights);
- ii. to comply with any change (or reasonably expected change) in Applicable Law or to reflect a change in industry guidance or code of practice;
- iii. to respond to a relevant recommendation, requirement or decision of a Competent Authority;
- iv. to respond to the consequences of any event beyond our control that may impact the provision of our Services to you;
- v. to take account of any reorganisation of the IBKR Group or to effect a transfer of rights under Section [E14](#);
- vi. to improve our Services;
- vii. to reflect any changes to the Services or products we offer under the Agreement, or changes to our systems, processes and procedures, market practice or client requirements;
- viii. to follow internal policies on competitiveness, market share, or overall profitability; and/or
- ix. to introduce new Charges for new services or products, or to change or introduce the Charges for existing Services.

E3.2 An up-to-date copy of these Terms is available on the IBUK Website (link: [Client Agreements](#)).

## **E4. Your rights if we change this Agreement**

E4.1 If you are not satisfied with any changes we make to the Agreement, you may wish to close your account, in accordance with Section [E5.2](#).

E4.2 If we change the Agreement, you will be considered to accept the changes. By continuing to use our Services and not closing your account, you confirm your acceptance. Any such changes will take effect automatically if you continue to use our Services.

## **E5. Ending our relationship**

### **E5.1 Our right to close your account and end the Agreement**

E5.1.1 We can terminate the Agreement **immediately** if we have **serious grounds** or **valid reasons** for doing so. For instance, if you disagree with a change we are making to the Agreement or if there is an Event of Default. If we terminate the Agreement without giving you advance notice, we will inform you promptly afterwards.

E5.1.2 We also have the right to end the Agreement by giving you at least **thirty (30) days' notice** in writing.

E5.1.3 If we terminate the Agreement without giving you advance notice, we will inform you promptly afterwards.

E5.1.4 On termination, we and our Affiliates may, at our discretion, take any of the actions specified in Section [D3.2](#).

### **E5.2 Your right to end the Agreement**

E5.2.1 If we have not specified any restrictions for a particular Service or product, you can terminate this Agreement at any time.

E5.2.2 To close your account, you will first need to close or transfer all open positions and withdraw any remaining balance from your account. Further actions that may be required are set out on the IBUK

Website (link: [Close Your Account](#)). Once all required steps have been completed, you can log in to the Client Portal and submit a request to close your account.

## **E6. Ongoing responsibilities after the Agreement ends**

E6.1 The following Terms will still apply even after the Agreement ends:

- i. you are responsible for your orders ([A1.1](#));
- ii. ending our relationship ([E5](#));
- iii. limitation of our liability ([E1](#));
- iv. software licence ([E7](#));
- v. your personal information ([E9](#));
- vi. confidential information ([E10](#));
- vii. governing law and resolving disputes ([E17](#)); and
- viii. any other term intended to continue.

## **E7. Software license**

E7.1 You can only use the IB Software as stated in the Agreement.

E7.2 The IB Software is our property or that of others who allow us to use it. This includes all legal rights, like patents and copyrights. You do not own the IB Software and cannot sell or give it away.

E7.3 You may make a backup copy of the IB Software if you need it for your account. In some cases, you may also be able to study or test the IB Software, as allowed by Applicable Law.

E7.4 You cannot copy, change, translate, decompile, or adapt the IB Software unless permitted by Applicable Law or you have our written permission.

E7.5 If you do not follow these rules, we can take legal action against you.

E7.6 If you have questions about your rights, please [contact us](#).

## **E8. Use of Data**

E8.1 "**Data**" includes price quotations, market information, news, and research. We, our Affiliates, and other third parties may provide you access to Data under this Agreement. We do not guarantee the accuracy, timeliness, or completeness of the Data. Reliance on the Data is at your own risk. You should conduct further research or consult an investment advisor before making decisions. You are fully responsible for all trading decisions related to your account.

E8.2 The Data does not include quality guarantees, suitability for a specific purpose, or freedom from infringement.

E8.3 The Data belongs to us, our Affiliates, or any other third party that provided the information. This Data is protected by Applicable Law, so you cannot copy, share, sell, or use it in any way without getting permission from the owners of the Data. We can stop you from accessing the Data if you do not follow these rules.

## **E9. Your personal information**

E9.1 We care about your information and will handle it responsibly.



E9.2 By signing this Agreement, you agree that you have acknowledged the content of our Privacy Policy, which you can also find on the IBUK Website. We will use your personal information as described in our Privacy Policy. If you have any questions about how we use your information, please contact our Data Protection Officer at [dpo@ibkr.com](mailto:dpo@ibkr.com) or refer to the Privacy Policy (link: [IBKR Privacy Policy](#)).

E9.3 You authorise us to carry out such credit and identity checks (with third-party sources) as we may deem necessary or desirable. You acknowledge and agree that this may result in your personal information being sent to third-party agents acting on our behalf. We will handle your personal information according to the IBKR Privacy Policy.

E9.4 If you are a company, partnership, or trust, and you give us any personal information about your shareholders, directors, employees, or clients, you confirm that:

- i. each such individual has been informed of how their data will be used; and
- ii. you have obtained their consent, where required, for its use in accordance with Applicable Law.

E9.5 We and our Affiliates may collect, keep, and use information from you to comply with Applicable Law and any rules. This may include sharing information with government agencies. We may send your personal information outside of the UK. For more details about sending your information outside of the UK, please check our Privacy Policy. You can find out how we protect your information by contacting the IBUK Data Protection Officer at [dpo@ibkr.com](mailto:dpo@ibkr.com).

## **E10. Confidential information**

### **E10.1 Mutual confidentiality**

E10.1.1 In our relationship under the Agreement, both sides agree to keep any information about the other confidential.

### **E10.2 Restrictions on sharing**

E10.2.1 Neither party will share the other's information without prior consent, except in specific situations where confidentiality does not apply (see Section [E10.3](#)).

### **E10.3 Exceptions to confidentiality**

E10.3.1 Confidentiality obligations do not apply if:

- i. the information becomes public knowledge through no fault of the receiving party;
- ii. the receiving party already knew the information before it was disclosed by the other; and/or
- iii. the information is received from a third party who was not bound by confidentiality.

### **E10.4 Disclosure required by Applicable Law**

E10.4.1 If the receiving party is required by Applicable Law or court order to disclose the information, they must:

- i. give prior notice to the disclosing party; and
- ii. limit the disclosure to only what is required by Applicable Law;

## **E11. Recording your communications with us**



E11.1 Phone calls and electronic messages with us and our Affiliates may be recorded.

E11.2 To the extent permitted by Applicable Law, we, our Affiliates, or others we appoint, may review, share, and record your messages. This includes emails, calls, and other electronic communications with you or your agent. We may use these recordings as evidence if needed.

E11.3 If required by Applicable Law, we will give you a copy of your phone or electronic communication records upon request. There might be a charge for processing such request.

E11.4 All recordings and other records will remain our sole property of and are considered proprietary to us and our Affiliates, as applicable. We will keep these records in accordance with Applicable Law and our policies.

## **E12. Conflicts of interest**

E12.1 The IBKR Group has policies and procedures to help identify, prevent and manage conflicts of interest. These conflicts may arise between members of the IBKR Group and clients, or between clients. The IBUK Conflicts of Interest Policy sets the framework for handling conflicts. It covers business practices that could cause a conflict of interest. In addition to the IBUK Conflicts of Interest Policy, we have other policies and processes in place that address conflicts of interest that arise in specific circumstances, including those dealing with employee trading, external interests, or gifts and entertainment.

E12.2 If we cannot fully prevent a conflict from affecting your interests, we will inform you. We will disclose to you the conflict's source, its nature, and the steps we have taken to reduce risks before providing you with the Services.

E12.3 You allow us, our Affiliates, and our clients to act as buyers for orders you give us to sell; or sellers for orders you give us to buy. You acknowledge and understand that we and/or our Affiliates may have interests that conflict with yours and we may have duties that conflict with those owed to you.

E12.4 IBLLC may receive discounts that we do not share with you. Rebates we pass on to clients may also be less than the total amount we receive. We may share commissions, fees, or small non-monetary benefits with others, like agents. IBUK can only pay or receive these benefits if they improve our Services and do not harm our duty to treat you fairly. We will tell you about any commissions, fees, or benefits we receive. If we cannot give you the exact amount, we will explain how we worked it out. If we receive benefit or reward, we will let you know how it will be managed.

E12.5 **Trading for own accounts:** You consent to us (i) trading on our own behalf; and (ii) trading for our Affiliates. This could happen even if we receive orders from you for the same products at the same price that still need to be executed. You also agree that we can trade with you for our account, for an Affiliate, or another client, and we can profit on those trades.

E12.6 **Forex transactions:** We will generally act as agent or riskless principal and charge a fee. We may effect spot foreign currency exchange transactions through an Affiliate or third party, which may make a profit or loss from such transactions.

E12.7 **Transaction matching:** We may match your transaction with another client's transaction. This includes transactions involving us, our Affiliates, connected clients, or other clients. Matching transactions may occur on behalf of both you and the other party, or through executing simultaneous matching transactions at or near the same time.

E12.8 You can find a summary of the IBUK Conflicts of Interest Policy on the IBUK Website (link: [Conflicts of Interest UK Policy Summary](#)) or [contact us](#) for more information.

### **E13. Life events - Inheritance of your assets**

E13.1 In the event of your death, your heirs, beneficiaries, personal representative of your estate, or family member should notify us by emailing a copy of the death certificate to [estateprocessing@interactivebrokers.com](mailto:estateprocessing@interactivebrokers.com).

E13.2 Once we receive the death certificate, we will send request for documents and information required to determine how estate assets should be distributed.

E13.3 Upon receiving notice that an account holder is deceased, we may need to take certain actions, such as placing restrictions on the account, as we deem necessary or appropriate.

### **E14. Transferring rights under this Agreement**

E14.1 You agree to allow us to transfer all or some of our rights and responsibilities under the Agreement to any appropriate Affiliate or to any third party that is a properly regulated and authorised broker-dealer, futures commission merchant, or similar investment professional. If we choose to do this, we will make sure to give you at least thirty (30) calendar days' notice.

E14.2 We will treat you continuing to use the Services as you agreeing to the transfer and assignment, but you can cancel your account at any time in accordance with Section [E5.2](#).

E14.3 The Agreement will benefit IBUK's and IBLLC's successors and assigns and will bind your successors and assigns.

E14.4 You may not transfer or assign any rights or obligations under this Agreement without our prior written consent. If the Agreement or any of your rights under it are assigned or transferred, the assignee or transferee will be responsible for all your past and current debts and obligations to IBUK, IBLLC, and their Affiliates.

### **E15. Applicable Law**

E15.1 This Agreement, along with any orders or transactions placed or executed under it, is subject to Applicable Law. This includes all relevant laws and regulations, as well as the rules, policies, and procedures of:

- i. any exchange, market, or clearing house where orders are routed or transactions are executed or cleared;
- ii. any depository or settlement system;
- iii. the FCA, CFTC, and SEC; and
- iv. any other regulatory, self-regulatory, or governmental authority that governs our activities.

E15.2 You shall not open any positions that result in a breach of Applicable Law. For example, you must not carry out any trading activity on the basis of inside information or carry out any trades in order to create a distorted market or misleading impression in relation to the price of the financial instruments, including under UK MAR.

E15.3 Except as provided under Section [E15.5](#), we will not be liable to you for any action, inaction, decision or ruling made pursuant to Applicable Law.

E15.4 We may take or avoid any actions that we think are necessary to comply with Applicable Law. You understand that exchange rules may give the exchange broad authority to (i) cancel or reject a transaction, (ii) require the use of set-off rights, and (iii) take any other steps the exchange deems appropriate. The exchange may use these powers in emergencies, undesirable situations, or if there is a default (including if a third-party defaults).

E15.5 If a Competent Authority takes action that impacts a transaction, we can take reasonable steps to respond or minimise any losses. However, we are not responsible for any actions, decisions, or rulings by the Competent Authority if we are not at fault.

E15.6 We may serve court documents by sending them by registered post to the address we have for you or electronically (if permitted by Applicable Law) or in any other manner permitted by English law, the law of the place where we serve proceedings or the law of the country where the court is located.

## **E16. Severability**

E16.1 If any part of this Agreement is found to be illegal, invalid, or unenforceable by a court or authority, that part will be removed, but the rest of the Agreement will remain applicable and valid.

E16.2 Where possible, any part removed will be replaced with a legal, enforceable term that matches the original intention as closely as possible. This ensures the purpose of the Agreement is preserved.

## **E17. Governing law and resolving disputes**

E17.1 This Agreement, your account, and any transactions under it are governed by the laws of England and Wales. This applies to both contractual and non-contractual obligations. Subject to [E15.5](#), all disputes will be resolved in the courts of England and Wales unless Applicable Law requires otherwise. For example, if you live outside England and Wales but within the UK, you can bring a claim in Scotland or Northern Ireland, depending on where you live.

E17.2 We can bring claims against you in the courts of:

- i. England and Wales;
- ii. the country in which you live; and/or
- iii. the country in which your assets are located.

E17.3 We may serve court documents by sending them:

- i. by registered post to the address we have for you;
- ii. electronically (if permitted by Applicable Law); or
- iii. in any other manner permitted by English law, the law of the place where we serve proceedings or the law of the country where the court is located.

## **E17.4 Arbitration**

E17.4.1 If you and we agree, a dispute related to this Agreement may be resolved by arbitration. Arbitration, a form of alternative dispute resolution, involves an independent body reviewing the details of a disagreement and working to resolve it outside of court. In most cases, especially for Retail Clients, the Financial Ombudsman Service would be the typical route (link: [How to complain](#)). However, you also have the right to choose other arbitration venues. For further details on the arbitration process and available venues, please refer to [Schedule 5](#).

E17.4.2 If you are considering arbitration, it may be helpful to seek legal advice. Nothing in this subsection affects your right to bring legal proceedings as set out in Section [E17.1](#).

## **E17.5 Legal fees**

E17.5.1 You agree that, except for some instances where we can recover legal costs from you (see Sections [B5](#) (Negative balances), [D2](#) (Liquidation of assets) and this Section [E17](#)), you and we will each pay our own legal fees and agree that the other party will not be required to pay for those costs, as long as Applicable Law allows this. If one party tries to make the other pay, the defending party can request reimbursement for any related costs.

## **E18. Not enforcing the Agreement**

E18.1 If we do not enforce any term or condition of the Agreement at any time, it does not mean we have given up our right to enforce them later. Any change to a provision requires written consent from IBUK.

## **E19. Third party rights**

E19.1 Aside from our Affiliates, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of the Agreement. This does not affect any right or remedy of any third party which exists or is available apart from that Act.

## **E20. Taxes**

E20.1 Your tax treatment depends on your personal circumstances and may change in the future. Changes in tax laws or regulations may apply retrospectively. You are responsible for understanding how these changes may affect you.

E20.2 We may deduct or withhold taxes or amounts payable to you from your account. This includes taxes imposed in the UK or other jurisdictions. When calculating or deducting taxes, we may make reasonable estimates of the amounts due. These estimates are based on reasonable calculations and available data. We will credit the excess to your account if we withhold too much tax. If the withheld tax is insufficient, we may recover the shortfall from your account. There may also be taxes, duties, or levies applicable to your transactions that we do not withhold or pay on your behalf.

E20.3 You must pay any taxes, charges, or fees related to your transactions. This includes penalties or interest imposed by any Competent Authority in connection with the Services under this Agreement.

E20.4 You must ensure that any tax information you provide is accurate and complete. You may need to reimburse us if incorrect or incomplete information results in additional taxes. This applies only if the amounts are reasonable, proportionate, and evidenced. We will not hold you responsible for taxes, penalties, or costs from our mistakes.

E20.5 You should seek independent professional tax advice if you need guidance on how taxes apply to your circumstances.

# **PART F - RISKS AND TERMS OF MARGIN TRADING**

## **F1. Margin Trading**

F1.1 Trading "on margin" allows investors to borrow money from their broker to purchase more investment products than they would normally be able to with their own funds. This means that you are

permitted to make an investment that could result in losses that exceed the value of the money or assets in your account. If you incur losses greater than the value of the assets in your account, you are still liable for those losses and you will need to deposit more money into your account to cover the loss.

F1.2 Not all clients are permitted to trade on margin. Importantly, margin trading is only available to those customers who have clearly evidenced their understanding of the risks associated with it. This is assessed under the appropriateness assessment (see Section [A6.3](#)). To trade on margin, you will therefore need to request permission and meet our requirements. We reserve the right to deny any request to engage in margin trading at our sole discretion.



### F1.3 Securities Margin

F1.3.1 The most common form of margin trading is called "**Securities Margin**". Securities Margin generally refers to using borrowed funds (a margin loan) to purchase stock or other investment products.

F1.3.2 An account permitted to take out a margin loan and use these borrowed funds to buy assets is called a "margin account". An account that is not permitted to make investments with borrowed funds is called a "cash account" (because investments must be purchased entirely with your own cash).

F1.3.3 Taking a "short" position in securities is another type of margin trading that can only be done in a margin-enabled account. See Section [H4](#) for more detail.

### F1.4 Commodities Margin

F1.4.1 While Securities Margin means borrowing money to buy stock or other investment products, "margin" has a different meaning when trading commodities.

F1.4.2 "**Commodities Margin**" refers to the amount of cash you must have on deposit in your account to open and maintain a contract for future receipt or delivery of a commodity like oil, gold or wheat. These contracts, called "futures", allow you to commit to buy or sell a commodity for receipt or delivery on a fixed date in the future and at the price of the futures contract at the time you trade it.

F1.4.3 If, for example, you are committing to buy a commodity, you are not required to have the entire purchase price in your account when you enter into the futures contract. You are, however, required to have a certain amount on deposit as collateral (to protect the broker and the clearing house against the risk that you fail to perform on the contract). The amount of collateral required to be on deposit to hold a futures contract is called the "margin" requirement.

## F2. Trading on margin increases your risk

F2.1 Trading on margin involves a high degree of risk and may result in a loss greater than the value of assets you have on deposit in your account. Before engaging in margin trading, you agree that you have read and understand the "Disclosure of Risks of Margin Trading" (link: [Margin Trading Disclosure](#)).

F2.2 Margin trading takes various forms for different investments products. But, in each case, it allows you to make investments which can have both higher possible return and higher risk of loss compared to a cash investment of the same amount of money. For example, trading securities on margin can allow you to purchase £100 in stock with an investment of just £50 of your own funds, plus £50 in funds borrowed (with interest) from IBLLC. This provides you with a higher possible return on your investment, but also more risk of loss compared to only buying the shares you could pay for with cash (in this case, £50 of stock).

F2.3 If you request and receive permission to engage in margin trading, you agree to accept the risks of such trading. To avoid the risk of trading on margin, you can select (or change back to) the "cash" account type and avoid trading futures or options on futures. Changing from a margin account to a cash account will require you to first repay all borrowed funds and close any positions not allowed in a cash account (such as short stock and most short options positions).

### F3. Margin Requirements

F3.1 "**Margin Requirements**" are the amount of money or assets you must have on deposit in your account to initiate or maintain any margined position. Your assets are the cushion, or "margin" required for each margin trade to protect IBLLC against losses from your portfolio. Higher risk trades generally require more margin.

F3.2 IBLLC sets Margin Requirements to manage the risk margin trading creates to the capital of its clients as a whole and to IBLLC. The Margin Requirements, and related rules of exchanges, clearing houses, and other regulators, are not intended or designed to protect you from loss individually.

F3.3 Margin Requirements generally include both "initial margin" and "maintenance margin," but may include additional categories. Margin Requirements may vary based on product type, exchange, clearing house, regulator, your country of residence, and other factors.

F3.3.1 **Initial margin** is the amount or percentage of your own assets you must have on deposit to open a position (e.g., to buy an asset or buy or sell a futures contract or other derivatives contract). Initial margins are higher than maintenance margins in order to provide a buffer in case of adverse market movements immediately after the investment is made.

F3.3.2 **Maintenance margin** is the value of funds required so long you hold an asset or position purchased on margin. The maintenance margin can change as the value of the asset or risk of loss on a position increases or decreases. If your account falls below maintenance margin, your margin level must be increased (either by depositing additional funds or liquidating positions) back up to at least initial margin.

F3.4 Margin Requirements:

- i. can change rapidly depending on market conditions;
- ii. may include a "house" requirement (meaning it was set by IBLLC) that exceeds the margin required by any exchange, clearing house, or regulator;
- iii. may include leverage ratio limits or position size limits for securities, futures, commodities, currencies, or other investment products; and
- iv. may exceed 100% of purchase price depending upon the product and market conditions.

F3.5 If you have multiple accounts (or if you utilise IBLLC's partition function to create subaccounts), IBLLC may treat such accounts (and/or subaccounts) either as separate or as one account for the purposes of applying the Margin Requirements. **This may cause the total Margin Requirement to be higher than otherwise and could cause positions to be liquidated in one account or subaccount notwithstanding excess equity in another account or subaccount.**

F3.6 For more information about margin trading and requirements, visit: [Margin Trading Overview](#). **Please note:** the margin requirements and calculations referenced there are only indicative and may not accurately reflect current Margin Requirements on specific products or investments as these can change in real time based on market conditions or other factors.

#### **F4. Margin Requirements can change at any time and without notice**

F4.1 IBLLC may modify Margin Requirements at any time, in our sole discretion and without prior notice. An increase to Margin Requirements may require you to deposit additional funds or assets into your account.

F4.2 IBLLC determines your compliance with Margin Requirements at its sole discretion and based on our own valuation of securities, derivatives or other investment products. Our valuation may be determined based on bid price, offer price, last sale price, bid/ask midpoint or using some other methods. Our valuation for the purpose of determining compliance with Margin Requirements may differ from published values or market prices.

F4.3 IBLLC may raise Margin Requirements at its sole discretion, including in advance of an upcoming change in the required exchange or clearing house margin before the effective date of such change.

#### **F5. If you do not meet Margin Requirements, we can immediately liquidate positions in your account**

F5.1 You must meet IBLLC's Margin Requirements at all times.

F5.2 When your account does not meet applicable Margin Requirements for any investments made on margin, it has a "**Margin Deficiency**".

F5.2.1 Margin Deficiencies can occur due to a decline in market value of your assets. This reduces the value of your collateral compared to your risk of loss.

F5.2.2 Margin Deficiencies can also occur because of an increase in the margin required on a position due to increased risk. For example, if an asset purchased on margin experiences rapid and/or large changes in its market price, then the Margin Requirement for that position is likely to increase.

**F5.3 You agree to monitor your margin-enabled account and ensure it has sufficient equity to always satisfy applicable Margin Requirements. You hold this responsibility with or without notice or demand to you from IBLLC.**

**F5.4 If a Margin Deficiency occurs in your account, you authorise us at our sole discretion to immediately liquidate positions in your account to reduce risk of loss and restore compliance with Margin Requirements. This liquidation may occur without prior notice to you. You may not have any opportunity to choose which positions to sell or when.**

**F5.5 IBLLC has no obligation to you to close or liquidate positions in your account if you do not comply with Margin Requirements.**



**F5.6 If your account does not meet Margin Requirements, IBLLC generally will not issue a request to you, called a "margin call", to deposit additional funds. If IBLLC decides to issue a margin call, it may still liquidate your positions immediately.**

## **F6. Your failure to satisfy Margin Requirements may have serious consequences**

F6.1 Your failure to satisfy the Margin Requirements constitutes an Event of Default (see Section [D2](#)). If you default, IBLLC and/or its Affiliate(s) has the right, but not the obligation, to pursue all rights and remedies available to it pursuant to this Agreement. This includes our right to liquidate your positions to satisfy a debt you owe to us.

F6.2 If you fail to satisfy the Margin Requirements, then at any time and without notice to you, IBLLC may delay or reject any trading order received from you.

F6.3 You are responsible for your own investment and trading decisions, including margin trading. You cannot rely on IBLLC's liquidation rights as a "stop-loss" mechanism to prevent or mitigate your losses.

F6.4 If IBLLC does not apply or enforce Margin Requirements, this will not give you any right to bring an action against IBLLC to recover trading or other losses caused by your own investment and trading decisions. You must rely on your own judgment in deciding to enter into or close a position and therefore are responsible for your own decisions. For example, if a flaw in our system allows you to make investments without having sufficient funds or assets to meet the associated Margin Requirements, you are still responsible for any losses (and entitled to any gains) on those investments.

## **F7. Margin loans**

F7.1 Margin trading in some investment products, including buying securities and certain other investments, involves taking out a margin loan from IBLLC to fund the portion of the purchase price not covered by your own funds.

F7.2 You will pay interest on your margin loan at the rates disclosed on the IB website. These margin interest costs reduce your return on investment.

F7.3 The interest rates you are charged for margin loans are variable, which means they can increase or decrease over time (see Section [A8](#) (*Costs and charges*)). You can find our current margin rates at: [Margin Rates & Financing](#).

F7.4 If the assets in your account decline in value, your account may incur a Margin Deficiency, and, as a result, we can take action without notice to you, such as selling securities or other assets in any of your accounts held with us to generate cash sufficient to repay some or all of your outstanding margin loan.

## **F8. IBLLC can lend out shares in your account that are pledged as collateral to secure a margin loan**

F8.1 Under SEC and FINRA regulations, as your carrying broker, IBLLC is generally obligated to retain custody on your behalf of securities in your account that you paid for in full with your own funds. These are called "fully paid" securities.

F8.2 When you use funds borrowed from IBLLC to buy securities, options or other assets, or you enter into certain short positions, the assets in your account(s) will be pledged to IBLLC as collateral to secure the loan and/or your obligations on the short position.



F8.3 While any loan remains outstanding in your margin account (and/or while IBLLC is funding any derivatives margin on your behalf), you agree that IBLLC or its Affiliates have the right, without notice to you, to lend and/or deposit the securities or other assets in your account that are pledged as collateral to or with third parties, including but not limited to lending the assets to other customers of IBLLC or to other financial institutions, up to the limits permitted by US law. This generally means that IBLLC may choose to lend securities from your account valued at up to 140% of the sum of your margin loan and any derivatives margin funded by IBLLC on your behalf.

F8.4 To the extent that IBLLC or its Affiliates lend out or otherwise utilise securities pledged as collateral to secure a margin loan:

- i. you may receive payments from us in place of dividends, altering your tax liability;
- ii. your voting rights as shareholder may pass to the third-party borrowing the shares until they are returned;
- iii. securities returned to you will be equivalent, but may not be identical, to the securities lent; and
- iv. the registered title or ownership of pledged securities may change.

F8.5 You agree not to pledge "*restricted securities*" (as defined under [Rule 144 of the Securities Act](#)) as collateral to secure a margin loan, or to sell restricted securities through us, unless you notify us in writing and we consent. The same standard applies if you are an "*affiliate*" of the issuer under Rule 144.

## **F9. We may charge an "Exposure Fee" to accounts engaging in higher-risk margin trading**

F9.1 We may charge a daily "**Exposure Fee**" if your account is deemed to be at high risk of going into deficit. This fee can be charged even if your account complies with the Margin Requirements.

F9.2 The charge is based on stress tests and calculated using a proprietary algorithm designed to estimate the risk of an account going into deficit (negative equity) should various hypothetical scenarios occur.

F9.3 Exposure Fees apply to a small percentage of accounts with unusually risky positions. Most accounts are not subject to the fee.

F9.4 The Exposure Fee is not insurance against losses and will not offset or reduce your obligation to satisfy any debt or deficit in your account.

F9.5 Deduction of Exposure Fees will reduce account equity. Positions may be liquidated if Exposure Fees cause a Margin Deficiency.

## **PART G - FOREIGN CURRENCY EXCHANGE**

### **G1. Assets must be purchased with local currency**

G1.1 You must buy stocks, options and other investment products using the currency in which the trade is denominated. For example, shares of a U.S. company listed and traded on the New York Stock Exchange must be purchased with U.S. dollars.

G1.2 If you place an order to buy an asset in a currency different from the cash held in your account, you will need to either borrow or buy the right currency to use for your purchase.

G1.3 If you have a margin-enabled account, our system will automatically lend you the currency you need for your buy order. If you have a cash account, our system will automatically convert funds in your account to the currency you need for your buy order (see Section [G3](#)).

## **G2. Borrowing foreign currency to purchase stock or other assets (for margin-enabled accounts)**

G2.1 If your account is margin enabled, by default, IBLLC will lend you the foreign currency needed for the purchase as a margin loan. You will pay interest on the loan at applicable margin rates. (link: [Margin Rates](#)) and the domestic currency or other assets you have in your account will secure the loan. The interest rates you are charged for margin loans are variable, which means they can increase or decrease over time (see Section [A8](#) (Costs and charges)).

G2.2 As with any other margin loan, you must meet the Margin Requirements. If you do not, your pledged assets may be sold to restore your compliance with the Margin Requirements (see Section [D2](#), above).

G2.3 Margin Requirements for foreign currency loans are based, among other factors, on market exchange rates. IBLLC may require collateral that exceeds the current exchange rate as protection against fluctuation in rates.

G2.4 You can avoid paying interest on the borrowed currency by manually exchanging for the currency you need before placing a buy order (see Section [G5](#)).

## **G3. Automatic conversion to foreign currency to purchase stock or other assets**

G3.1 AutoFX applies by default to cash accounts and some other accounts where certain currencies are not supported. If your account is not a cash account but falls into this other category, we will notify you separately.

G3.2 You must buy stocks and other investment products using the currency in which the trade is denominated. For example, shares of a UK company listed and traded on the London Stock Exchange must be purchased with GBP.

G3.3 If you place an order to buy an asset in another currency, our system will automatically convert any funds available in your account to the currency needed to fill the buy order. We refer to this automatic currency conversion as "**AutoFX**". It is a currency trade timed to settle at the same time as your asset purchase.

G3.4 IBLLC sets the exchange rate for AutoFX currency conversions based on current market price. We may adjust the rate to compensate for any gap between timing of settlement of the currency conversion and settlement of your asset purchase.

G3.5 You can avoid AutoFX conversion by manually exchanging for the currency you need before placing a buy order (see Section [G5](#)).

G3.6 More information about our AutoFX function, including commissions charged is available on our website (link: [What is AutoFX?](#)).

## **G4. Treatment of deposits or sale proceeds in supported and unsupported currencies**

G4.1 The AutoFX system will automatically convert any currency IBLLC does not support into the base currency you have selected for your account. This conversion will occur immediately upon deposit or other accrual of such unsupported currency in your account.

G4.2 Your deposit or proceeds will not be immediately converted to another currency by AutoFX if you:

- i. deposit funds in a currency supported for custody by IBLLC; or
- ii. sell an asset denominated in a currency supported for custody by IBLLC.

## **G5. Manual foreign currency exchange**

G5.1 Our system allows you to elect to exchange currencies at current market prices, known as "spot" exchange rates.

G5.2 You can use spot foreign currency exchange ("**Forex**") transactions:

- i. to avoid either borrowing foreign currency or an AutoFX conversion by exchanging for the currency you need before placing a buy order for an asset sold in another currency;
- ii. to repay margin balances (where applicable);
- iii. to convert gains generated on investments denominated in foreign currency into another currency; or
- iv. to take positions in other currencies as a speculative or hedging investment.

G5.3 When you use a Forex transaction to exchange currencies in your account, you may be buying from or selling to our Affiliates. The Affiliate may earn a profit (or suffer a loss) on the trade. IBLLC may represent both you and the buyer (or seller) on the transaction. IBLLC may also be the buyer or seller you trade with, but only on a "riskless" basis. This means IBLLC will not make or lose money on the trade.

G5.4 IBLLC charges a transaction fee for each Forex transaction. IBLLC may deduct this fee from your account. We may modify the transaction fee rates upon notice to you in accordance with Section [E2](#).

G5.5 Forex rates: If we close a position or execute any other transaction for your account in currency you do not hold in your account, currency exchange rates could affect your gain or loss. Upon closing the transaction, IBLLC, may debit or credit your account in the transaction currency at the prevailing exchange rate.

## **G6. Multiple Forex transactions occurring close in time will be combined, or "netted"**

G6.1 Netting involves offsetting the value of multiple transactions or payments due to be exchanged between two parties. This section explains when netting may occur, which is important for you to understand as this may affect your positions and payments.

G6.2 If multiple Forex trades in a particular currency are pending between you and us (including our Affiliates) at the same time (or close in time), these trades will be "Netted." This means that we will treat and report the trades like one combined trade. For example, one order to buy \$50 USD from us and another to sell us \$20 USD will be treated as one order to buy \$30 USD.

G6.3 Netting shall also apply when offsetting payments that are due between us on the same delivery date. When this happens, the party that has a net debt shall pay that amount to the other party.

G6.4 Our right to liquidate assets under the Agreement due to negative equity, Margin Deficiency, failure to pay any debt due, Event of Default, or other reasons (see Section [D2](#)) includes our right (but not obligation) to close-out all your foreign currency positions by converting them to the base currency you

selected for your account. We may also liquidate collateral pledged to us and apply the proceeds to satisfy any deficit resulting from any close-out of foreign currency positions.

G6.5 If an Event of Default (see Section [D2](#)) occurs, then upon the occurrence of such event, all outstanding Forex transactions will be deemed to have been automatically terminated as of the time immediately preceding the Event of Default.

G6.6 The rights of IBUK, IBLLC and their Affiliates under this Section [G6](#) shall be in addition to, and not in limitation or exclusion of any other rights that IBUK, IBLLC or their Affiliates may have (whether by agreement, operation of law, or otherwise).

## PART H - TRADING COMPLEX PRODUCTS

### H1. Universal Account features

H1.1 If you request and receive permission to trade commodities-based investment products, such as futures or options on futures ("**FOPs**"), then your account will consist of two underlying account segments:

- i. by default, all IBUK clients have a **Securities Segment** (sometimes called a "securities account") for trading securities-related investment products, such as stock in publicly traded companies or options referencing stock or other securities; and
- ii. if you add commodities-based investment products, you will also have a **Commodities Segment** (sometimes called a "commodities account") for trading commodities-related investment products, such as:
  - a. a contract for future delivery ("futures contract") of a commodity like oil or gold;
  - b. a cash-settled future on various broad-based indices (such as the S&P 500 or FTSE100); or
  - c. options on futures.

H1.2 The Securities and Commodities Segments will appear as one account. They will generally also function as a single account. We call this a "**Universal Account**." Your Universal Account statement shows information from both segments, including trade confirmations, positions, and margin details.

H1.3 The securities and Commodities Segments of a Universal Account are subject to different regulatory regimes and protections under U.S. law:

- i. the SEC and FINRA regulate the Securities Segment;
- ii. the CFTC and the NFA regulate the Commodities Segment.

H1.4 Unlike the Securities Segment:

**H1.4.1 assets held in the Commodities Segment are not eligible for the SIPC insurance protection available to assets in the Securities Segment; and**

**H1.4.2 cash held in the Commodities Segment does not earn interest.**

H1.5 For more information on the differences in protection of assets held in the securities and commodity segments of a Universal Account, see the column titled "IBLLC as Account Carrier" in our disclosure: [How your assets are protected](#).

H1.6 You can elect the account segment (i.e. securities or commodities) you would like to hold your cash awaiting investment. Based on your election, excess cash will periodically be swept into your preferred

segment from the other segment. IBLLC can override this election and transfer cash between segments to provide extra margin protection or to satisfy other obligations you have to IBLLC.

### **H1.7 Disclosure statement**

**H1.7.1 This statement is furnished to you because rule 190.10(c) of the Commodity Futures Trading Commission requires it for reasons of fair notice unrelated to IBLLC's current financial condition.**

**You should know that in the unlikely event of IBLLC's bankruptcy, property, including property specifically traceable to you, held in the Commodities Segment of your account will be returned, transferred or distributed to you, or on your behalf, only to the extent of your pro rata share of all property available for distribution to customers.**

**Notice concerning the terms for the return of specifically identifiable property will be by publication in a newspaper of general circulation.**

**The Commission's regulations concerning bankruptcies of commodity brokers can be found at [17 Code of Federal Regulation Part 190](#).**

H1.8 Authorisation to transfer funds: You agree that IBLLC may transfer funds between your Securities and Commodities Segments, or any other account you hold with IBUK. This may be to avoid margin calls, reduce negative balances, or other valid reasons, as long as IBLLC complies with Applicable Law.

## **H2. Risks related to expiration or exercise of futures or options on futures ("FOPs")**

H2.1 [Schedule 4](#) explains the rules for physical delivery of certain gold and silver futures contracts. Section [H2](#) applies to all other FOPs.

H2.2 You can make or receive delivery for the following Chicago Mercantile Exchange (**CME**) currency futures:

- i. AUD: Australian Dollar;
- ii. CAD: Canadian Dollar;
- iii. CHF: Swiss Franc;
- iv. EUR: Euro;
- v. GBP: Pound Sterling;
- vi. HKD: Hong Kong Dollar; and
- vii. JPY: Japanese Yen.

H2.3 You cannot make deliveries for other futures contracts settled by physical delivery of commodities.

H2.4 If you hold an options contract that settles into a futures contract with physical delivery, you must close the option before expiry if required to make or receive delivery.

H2.5 If you do not offset a commodity option or futures position before the deadline on the IBUK Website, IBLLC may roll or liquidate the position. IBLLC may also liquidate any resulting commodity. You are responsible for any losses or costs relating to such action.

## **H3. Risks related to expiration or exercise of securities options or rights**

H3.1 You must close any long or short option positions before expiration if you do not have enough equity to perform your obligations on expiration or exercise of the option. Your failure to do this can create serious risks for both you and IBLLC.

H3.2 To mitigate such risk, IBLLC may liquidate your options or other rights to purchase (call) or sell (put) securities prior to expiration if it determines that you may not have sufficient equity to meet your obligations at expiration or exercise.

H3.2.1 For example, if you own an option to sell (put) shares at a fixed price at expiration but you do not hold the shares or have sufficient funds to buy the shares you will need to deliver, we may close the position (for which you will receive proceeds) before expiration.

H3.3 If IBLLC determines based its sole discretion that you might not have enough equity to meet your obligations at expiration, we may:

- i. close some or all of the options before they expire (this could mean buying or selling);
- ii. let the options expire without exercising them, even if they are valuable;
- iii. exercise the options and then close the resulting position; or
- iv. take any other commercially reasonable step to mitigate risk of default.

H3.4 You agree that you are not entitled to and may not claim damages or lost profits if IBLLC takes, or does not take, any of these actions.

#### **H4. Selling securities short**

H4.1 Selling a stock "short" is a way to profit when the market price of a stock falls. Selling short requires you to borrow shares of stock, sell them, and then after a period of time buy them back and return them to the lender. If you are able to repurchase the shares for less than the price you sold them and cover the interest paid to the lender, you will profit on the trade.

H4.2 You must have a margin-enabled account to make short sales (see [Part F](#)), and these sales are subject to the Margin Requirements.

H4.3 The interest rates/fees charged for borrowing securities to maintain short positions can change frequently and will vary based on the security being sold short. For example, financing a short position in a hard-to-borrow stock may be much more costly.

H4.4 IBLLC reserves the right to reject any short sale if they cannot borrow the relevant security for delivery.

H4.5 If IBLLC cannot borrow stock to facilitate delivery on a short sale, or if IBLLC cannot re-borrow stock to meet a recall notice from a stock lender, then IBLLC may buy in your short position as required by Applicable Law.

H4.6 If IBLLC cannot borrow or re-borrow the stock, it is authorised to cover your short position by purchasing stock on the open market at the current market price without notice to you. You will be liable for any resulting losses and associated costs. Short sale regulations or unavailability of stock to borrow may require IBLLC to close out your short position, for which you may be charged a commission.

#### **H5. Leveraged Foreign Exchange ("LevFX") Trading**

H5.1 LevFX trading involves purchasing a foreign currency on margin, meaning you can enter into a trade with a face value many times greater than the margin collateral you are required to hold in your account

to enter into the trading position. LevFX trading is **speculative and high risk**. It is generally unregulated and is highly risky due to the leverage (margin) involved. LevFX trading carries substantially more risk than the foreign currency exchange trading addressed in [Part G](#) above and may result in loss of funds greater than you have on deposit in your account.

H5.2 LevFX trading may not be available to you in your jurisdiction. Before engaging in LevFX trading, you agree to read our risk disclosure statement on forex trading, available on the IBUK Website (link: [Risk Disclosure Statement for Forex Trading and Multi-Currency Accounts](#)).

## SCHEDULE 1 - NOTICE OF EXECUTION AND CLEARING AGREEMENT

1. IBUK is authorised and regulated by the UK Financial Conduct Authority to do investment business in the UK. IBUK's firm reference number is 208159.
2. IBLLC is registered as a broker-dealer with the U.S. Securities and Exchange Commission and as a futures merchant with the U.S. Commodity Futures Trading Commission.
3. This notice explains the general relationship between IBUK and IBLLC. It does not cover every service provided by IBUK or IBLLC for your account. Their relationship may change over time.
4. IBUK is usually responsible for:
  - a. obtaining and verifying your information to open or close your account(s);
  - b. receiving and sending your orders for execution through IBLLC, though both may reject an order if needed;
  - c. handling your instructions for voluntary corporate actions (like offers to buy or exchange stocks) and sending them to IBLLC for processing. Neither IBUK nor IBLLC will notify you about these corporate actions;
  - d. deciding the commissions and fees you pay. These may be shared between IBUK and IBLLC.
5. IBLLC is generally responsible for:
  - a. executing orders from IBUK using its exchange memberships or sending the orders to another broker;
  - b. clearing and settling your transactions or arranging for someone else to do it;
  - c. handling cashing, client money, and custody services, including accepting money to fund your account, holding securities, processing payments, and distributing dividends;
  - d. providing credit to you and handling stock loans and borrowing;
  - e. collecting any money, fees, or commissions owed on your account;
  - f. managing back-office tasks like record keeping, sending account statements, and reporting required information to authorities;
  - g. providing technical services for the Trading Platforms and related systems.
6. You must send all funds for your account or transactions either directly to IBLLC or to a financial institution that holds client accounts for IBLLC. These accounts are held outside the UK.
7. IBUK and IBLLC both manage parts of the IBUK Website and customer service. IBUK is responsible for handling your complaints, but IBLLC can also accept and respond to them.
8. IBUK and IBLLC can share your account information and personal data with each other and their Affiliates, in line with the Agreement.
9. IBLLC does not control or supervise IBUK's activities or verify the information IBUK provides about your orders, transactions, or accounts.

## SCHEDULE 2 - DEFINITIONS

**Account Application:** your account application together with any other information or documents required to open and operate your account in accordance with the Agreement.

**Affiliate:** each entity within the IBKR Group.

**Agreement:** The IBUK and IBLLC Client Agreement; your Account Application; any express consent you give from time to time; and any documents we refer to in these Terms. This includes the following: (i) General Trading Risk Disclosure; (ii) Costs and Charges Summary; (iii) IBUK Order Execution Policy; (iv) Summary of Conflicts of Interest Policy; and (v) Privacy Policy.

**Applicable Law:** all applicable laws and regulations including, without limitation, the constitutions, articles, by-laws, rules, regulations, policies, procedures and interpretations of any Competent Authority.

**AutoFX:** currency trades timed to settle at the same time as your asset purchase.

**CA Manager:** Corporate Action Manager.

**Cancellation Period:** Period during which a client may cancel this Agreement (i.e., within fourteen (14) days of it coming into effect).

**Cash account:** An account that is not permitted to make investments with borrowed funds.

**CFD:** Contract for difference.

**CFTC Rules:** rules of the Commodity Futures Trading Commission.

**CFTC:** U.S Commodity and Futures Trading Commission.

**Charges:** costs and charges (including those from third parties) that apply to the Services

**Client Money and Custody Services:** Certain client money and custody services provided with respect to client transactions and accounts.

**Commodities account / Commodities Segment:** an account for trading commodities-related investment products, such as contract for future delivery of a commodity like oil or gold, or FOPs.

**Commodities Margin:** the amount of cash you must have deposited in your account to open and maintain a contract for future receipt or delivery of a commodity like oil, gold or wheat.

**Competent Authority:** (i) the exchanges, markets and clearing houses to which orders are routed, or transactions are executed or cleared; (ii) any depository or settlement system; (iii) the FCA; and (iii) any other regulatory, self-regulatory or governmental authority to which we are subject.

**Data:** price quotations, market information news and research accessible through the IBUK Website, or the websites of our Affiliates, or through the other services provided by us or our affiliates.

**Electronic Services:** electronic trading services (including connectivity services), the Trading Platforms or any other electronic and information systems or networks subject to the terms of the Agreement.

**ETF:** Exchange Traded Fund.

**Event of Default:** the predefined circumstances that allow IBUK to terminate this Agreement.

**Exchanges:** marketplaces where securities, commodities, derivatives and other financial instruments are traded.



**Execution and Clearing Agreement:** the agreement that permits IBLLC to satisfy its obligations by using services of Affiliates or unaffiliated third parties.

**Execution Policy:** the procedures we follow and the market factors we consider as part of our best execution policy.

**Exposure fee:** the fee charged by us if we deem your account to be at a high risk of going into a deficit.

**Fast Markets:** periods of heavy trading and/or fast or volatile market conditions with wide price fluctuations.

**FCA Rules:** the rules of the FCA.

**FCA:** Financial Conduct Authority.

**FINRA:** Financial Industry Regulatory Authority.

**FOPs:** futures or options on futures.

**Forex:** foreign currency exchange.

**FSCS:** UK Financial Services Compensation Scheme.

**GFIS:** Global Financial Information Service.

**IB Software:** all software related to the provision of products and services granted by IBUK and its Affiliates to the client.

**IBKR Group:** the Interactive Brokers group of companies.

**IBKR System:** Collectively, the computer-based automated systems in connection with providing services, including but not limited to the receipt and handling of orders; the execution and cancellation of orders; order and trade confirmation; the clearing and settlement of transactions; tax-related reporting; the delivery of corporate action information; account management; storing and processing account information; and risk management.

**IBLLC:** Interactive Brokers LLC.

**IBUK Website:** [www.ibkr.co.uk](http://www.ibkr.co.uk).

**IBUK:** Interactive Brokers (U.K.) Limited.

**Initial margin:** the amount or percentage of your own assets you must have on deposit to open a position (e.g., to buy an asset or buy or sell a futures or other derivative contract).

**Intermediary:** a financial advisor, discretionary investment manager or introducing broker appointed to act on your behalf.

**KIDs:** Key Information Documents.

**LevFX:** leveraged foreign exchange trading.

**Maintenance margin:** the value of funds required so long as you hold an asset or position purchased on margin; the maintenance margin can change as the value of the asset or risk of loss on a position increases or decreases.

**Margin account:** an account permitted to take out a margin loan and use these borrowed funds to buy asset.

**Margin call:** a request by IBLLC when money must be added to a margin account to meet minimum capital requirements.

**Margin Deficiency:** when your account does not meet applicable Margin Requirements for any investments made on margin.

**Margin Requirements:** initial margin and maintenance margin in accordance with the margin requirements which have been established by either IBUK, IBLLC or their Affiliates or by the applicable Competent Authorities, whichever is greater.

**Message Center:** a secure communication system that allows users to interact with Interactive Brokers Client Services.

**Mixed arbitration panel:** a "mixed arbitration panel" is an arbitration panel composed of one or more persons, a majority of whom are not members or associated with a member of a contract market or employee thereof, and who are not otherwise associated with a contract market.

**Netted:** if multiple Forex trades in a particular currency are pending between you and us (including our Affiliates) at the same time (or close in time), these trades will be "netted;" this means we will treat and report the trades like one combined trade.

**Notice:** the Notice of Execution and Clearing Agreement.

**On margin:** trading "on margin" means that you are permitted to make an investment that could result in losses that exceed the value of the money or assets in your account.

**Payment obligation:** maximum payment obligation (assessed based on the mark price) upon delivery on any of the Covered Contracts.

**Professional Client:** a client who is not a Retail Client or an eligible counterparty.

**Qualified forums:** an organisation whose procedures for conducting arbitration comply with the requirements of CFTC Rules.

**Restricted securities:** collateral to secure a margin loan, or to sell restricted securities through us, unless you notify us in writing and we consent.

**Retail Client:** a client who is not a professional client or an eligible counterparty.

**SEC:** Securities and Exchange Commission.

**Securities account / Securities Segment:** an account for trading securities-related investment products, such as stock in publicly traded companies or options referencing stock or other securities.

**Securities Act:** the US Securities Act of 1933.

**Securities Margin:** using borrowed funds (a margin loan) to purchase stock or other investment products.

**Services:** services provided to you under this Agreement.

**Short position:** an investment position whose value increases as the price of a stock or other referenced asset decreases, and *vice versa*.

**SIPC:** Securities Investor Protection Corporation.

**Terms:** this document including its schedules, which comprise our IBUK and IBLLC Client Agreement.

**Trading Platform:** the trading platforms made available to you by us from time to time, including but not limited to IBKR Trader Workstation, IBKR Desktop, IBKR Mobile, IBKR GlobalTrader and the Client Portal.

**UK:** the United Kingdom.

**UK MAR:** the Market Abuse (Amendment) (EU Exit) Regulations 2019 (SI 2019/310).

**Universal Account:** an account that consists of two underlying accounts, one regulated by the SEC used for trading products related to securities and one regulated by the CFTC used for trading products related to commodities.

**US:** the United States of America.

**Web Ticket:** a web ticket is a secure communication method in the Message Center that allows users to submit inquiries to Interactive Brokers Client Services. Each ticket is assigned a unique reference number for tracking purposes.

### SCHEDULE 3 - WEBSITE LINKS

Topics	Website Links
American Arbitration Association	<a href="https://www.adr.org">https://www.adr.org</a>
CA Manager	<a href="https://www.ibkrguides.com/clientportal/support_corporateaction.htm?Highlight=corporate%20actions%20manager">https://www.ibkrguides.com/clientportal/support_corporateaction.htm?Highlight=corporate%20actions%20manager</a>
Call Us	<a href="https://www.interactivebrokers.co.uk/en/support/customer-service.php?p=contact">https://www.interactivebrokers.co.uk/en/support/customer-service.php?p=contact</a>
Closing your account	<a href="https://www.ibkrguides.com/clientportal/closingyouraccount.htm">https://www.ibkrguides.com/clientportal/closingyouraccount.htm</a>
Complaints Policy Summary	<a href="https://www.interactivebrokers.co.uk/en/accounts/legalDocuments/complaints.php">https://www.interactivebrokers.co.uk/en/accounts/legalDocuments/complaints.php</a>
Conflicts of interest policy summary	<a href="https://www.interactivebrokers.co.uk/en/accounts/legalDocuments/conflict-of-interest-policy-uk.php">https://www.interactivebrokers.co.uk/en/accounts/legalDocuments/conflict-of-interest-policy-uk.php</a>
Costs and charges summary	<a href="https://gdcdyn.interactivebrokers.com/Universal/servlet/Registration_v2.formSampleView?formdb=4378">https://gdcdyn.interactivebrokers.com/Universal/servlet/Registration_v2.formSampleView?formdb=4378</a>

<b>Dividends FAQs</b>	<a href="https://www.interactivebrokers.co.uk/article?id=41557275">https://www.interactivebrokers.co.uk/article?id=41557275</a>
<b>FINRA Arbitration/Mediation</b>	<a href="https://www.finra.org/arbitration-mediation">https://www.finra.org/arbitration-mediation</a>
<b>Fractional Share Trading Disclosure</b>	<a href="https://gdcdyn.interactivebrokers.com/Universal/servlet/Registration_v2.formSampleView?formdb=4289">https://gdcdyn.interactivebrokers.com/Universal/servlet/Registration_v2.formSampleView?formdb=4289</a>
<b>FSCS website</b>	<a href="http://www.fscs.org.uk">http://www.fscs.org.uk</a>
<b>Further information on SIPC protection</b>	<a href="http://www.sipc.org">http://www.sipc.org</a>
<b>General Trading Risk Disclosure</b>	<a href="#">General Trading Risk Disclosure</a>
<b>How do I place an order?</b>	<a href="https://www.interactivebrokers.co.uk/lib/cstools/faq/#/content/77848937">https://www.interactivebrokers.co.uk/lib/cstools/faq/#/content/77848937</a>
<b>How do I transfer funds to my account?</b>	<a href="https://www.interactivebrokers.co.uk/lib/cstools/faq/#/content/27276866">https://www.interactivebrokers.co.uk/lib/cstools/faq/#/content/27276866</a>
<b>How do I transfer funds out?</b>	<a href="https://www.interactivebrokers.co.uk/lib/cstools/faq/#/content/28229824">https://www.interactivebrokers.co.uk/lib/cstools/faq/#/content/28229824</a>
<b>How your assets are protected</b>	<a href="https://gdcdyn.interactivebrokers.com/Universal/servlet/Registration_v2.formSampleView?formdb=3083">https://gdcdyn.interactivebrokers.com/Universal/servlet/Registration_v2.formSampleView?formdb=3083</a>
<b>IBKR Privacy policy</b>	<a href="https://gdcdyn.interactivebrokers.com/Universal/servlet/Registration_v2.formSampleView?formdb=2192">https://gdcdyn.interactivebrokers.com/Universal/servlet/Registration_v2.formSampleView?formdb=2192</a>
<b>IBKR Support</b>	<a href="http://www.ibkr.co.uk/support">http://www.ibkr.co.uk/support</a>
<b>IBUK Order Execution Policy</b>	<a href="https://gdcdyn.interactivebrokers.com/Universal/servlet/Registration_v2.formSampleView?formdb=4420">https://gdcdyn.interactivebrokers.com/Universal/servlet/Registration_v2.formSampleView?formdb=4420</a>
<b>Interest rates</b>	<a href="https://ibkr.co.uk/en/accounts/fees/pricing-interest-rates.php">https://ibkr.co.uk/en/accounts/fees/pricing-interest-rates.php</a>
<b>International Centre for Dispute Resolution</b>	<a href="https://www.icdr.org">https://www.icdr.org</a>
<b>Jams Mediation, Arbitration, and ADR Services</b>	<a href="https://www.jamsadr.com">https://www.jamsadr.com</a>
<b>Margin Rates</b>	<a href="https://www.interactivebrokers.co.uk/en/trading/margin-rates.php">https://www.interactivebrokers.co.uk/en/trading/margin-rates.php</a>
<b>Margin trading disclosure</b>	<a href="https://gdcdyn.interactivebrokers.com/Universal/servlet/Registration_v2.formSampleView?formdb=1005">https://gdcdyn.interactivebrokers.com/Universal/servlet/Registration_v2.formSampleView?formdb=1005</a>
<b>Risk Disclosure Statement for Forex Trading and Multi-Currency Accounts</b>	<a href="https://gdcdyn.interactivebrokers.com/Universal/servlet/Registration_v2.formSampleView?formdb=3024">https://gdcdyn.interactivebrokers.com/Universal/servlet/Registration_v2.formSampleView?formdb=3024</a>
<b>System requirements</b>	<a href="https://www.interactivebrokers.co.uk/en/search/index.php?query=minimum+system+requirements">https://www.interactivebrokers.co.uk/en/search/index.php?query=minimum+system+requirements</a>
<b>The London Court of International Arbitration</b>	<a href="https://www.lcia.org">https://www.lcia.org</a>
<b>The UK Financial Ombudsman Service</b>	<a href="https://www.financial-ombudsman.org.uk">https://www.financial-ombudsman.org.uk</a>
<b>Trusted Contact</b>	<a href="https://www.interactivebrokers.co.uk/lib/cstools/faq/#/content/30118648">https://www.interactivebrokers.co.uk/lib/cstools/faq/#/content/30118648</a>

Which platforms are right for you?

<https://www.interactivebrokers.co.uk/lib/cstools/faq/#/content/77848937>

## SCHEDULE 4 - RETAIL CLIENT PROTECTIONS

**Professional Clients are entitled to less protection under UK regulatory regimes than Retail Clients.** This notice outlines key protections Retail Clients may lose if treated as a Professional Client.

### 1. Appropriateness

Professional Clients are entitled to less protection under UK regulatory regimes than Retail Clients.

If a firm does not offer investment advice, it must assess the appropriateness of services. For Retail Clients, the firm must check if they have the experience and knowledge to understand the risks. Professional Clients are assumed to have sufficient experience and knowledge. IBUK does not need to assess appropriateness for Professional Clients, nor provide warnings.

### 2. Costs and Charges

Firms must clearly inform clients about all costs and charges associated with services or products. Information provided to Professional Clients may be less detailed than that for Retail Clients.

### 3. Transfer of Financial Collateral

As a Professional Client, you may enter into title transfer financial collateral arrangements. **This is not permitted for Retail Clients.**

### 4. Packaged Investments

If a firm offers a packaged investment with other services or products to Retail Clients, it must inform them if the risks are different from the components taken separately. The firm must also describe the components and explain how their interaction modifies risks. **These requirements do not apply to Professional Clients.**

### 5. Retail Investor Protection for CFDs

Retail Clients benefit from the following regulatory protections for CFDs:

- i. leverage limits based on the underlying asset's volatility;
- ii. a margin close-out rule at 50% of the required margin per account;
- iii. negative balance protection on a per account basis;
- iv. restrictions on incentives for CFD trading; and
- v. a risk warning, including the percentage of losses on Retail Clients' accounts.

**These protections do not apply to Professional Clients.**

## **6. Communication and Financial Promotions**

Firms must ensure communications with clients are clear, fair, and not misleading. For Professional Clients, communications may be less frequent and promotional content less detailed. Financial promotions aimed at Professional Clients do not need to include all relevant information to help them make an informed decision.

Certain documents, like KIDs, are not required. Retail Clients receive more detailed and frequent information to ensure they make informed decisions.

## **7. Depreciation in Value Reporting**

For Retail Clients with positions in leveraged instruments, firms must report a 10% depreciation.

## **8. Dealing and Best Execution**

When executing transactions for Retail Clients, firms must prioritise the total cost, including all fees. For Professional Clients, other factors such as speed and costs may be considered, not just price. The firm must ensure the best execution for Professional Clients, but price is not the sole factor.

## **9. Difficulty in Carrying Out Orders**

Firms must notify Retail Clients promptly if there are any material difficulties with their orders. This requirement does not apply to Professional Clients.

## **10. Exclusion of Liability**

Firms have greater freedom to exclude or limit liability for Professional Clients compared to Retail Clients.

## **11. Financial Ombudsman Service**

Professional Clients may not be eligible for the Financial Ombudsman Service, except in specific cases, such as small businesses or individuals acting outside their professional capacity.

## **12. Compensation**

You may be eligible for compensation from the Financial Services Compensation Scheme if the firm fails to meet its obligations. Eligibility depends on the type of claim and business involved. You can find more details on eligibility at <https://www.fscs.org.uk> or contact us for clarification.

# **SCHEDULE 5 - PHYSICALLY DELIVERABLE FUTURES**

This Schedule explains the rules for making or taking physical delivery of certain futures contracts traded on specific markets ("**Exchanges**"). Physical delivery, in this context, is represented by the delivery-versus-payment of a registered electronic warrant or an Accumulated Certificate of Exchange. Learn more on our website: [COMEX Precious Metals Futures](#).

## **1. List of Covered Contracts**

- i. COMEX Gold Futures (GC);
  - ii. COMEX Micro Gold Futures (MGC);
  - iii. COMEX Silver Futures (SI);
  - iv. COMEX Micro Silver Futures (SIL).
- 2. IBUK and IBLLC may let you make or take delivery on these contracts if they agree, and you meet the following conditions:
  - i. you agree that all deliveries will follow the rules and procedures set by the Exchange for that contract;
  - ii. you cannot keep long positions in these contracts during the delivery month unless you have enough account equity to cover the maximum payment needed at delivery ("**Payment Obligation**"). The calculation of the Payment Obligation will be assessed based on the mark price; and
  - iii. the required maintenance margin for long contracts during the delivery month will be at least as much as the Payment Obligation. If your account does not have enough equity to cover the margin, your long position could be immediately sold.
- 3. You understand that:
  - i. after receiving the commodity from a long position, the value of that commodity will still change with market prices. This means you are still affected by price changes;
  - ii. there might not be an easy way to sell the commodity you receive;
  - iii. IBUK and IBLLC might assign collateral value to the commodity or not;
  - iv. you might not be able to sell the commodity unless you open a short position and carry it into the delivery month.

## SCHEDULE 6 - ARBITRATION

### 1. Disputes with IBLLC

#### Points to note:

- i. **Arbitration awards are generally final and binding; the ability to have a court reverse or modify an arbitration award is very limited.**
- ii. **The ability to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- iii. **The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.**
- iv. **The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.**
- v. **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
- vi. **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.**

1.2 Any controversy or claim between IBLLC or its directors, officers, shareholders, employees, associates or agents, on the one hand, and you or, if applicable, your directors, officers, shareholders, employees, associates, agents, or trustees, on the other hand, arising out of, or relating to, the Agreement, any other agreement between you and IBLLC, any transaction under such agreements or any of your accounts may be settled as follows:

- i. **Securities account segment:** If the controversy, dispute, claim or grievance involves either (i) an account without permission to trade futures / options on futures; or (ii) the securities segment of your account (that is divided into two segments):
  - a. You agree that any controversy, dispute, claim or grievance between IBLLC, any IBLLC Affiliate (other than IBUK) or any of their shareholders, officers, directors, employees,



associates, agents on the one hand, and you or, if applicable, your shareholders, directors, officers, employees, associates or agents, on the other hand, arising out of, or relating to, the Agreement or any accounts in which securities may be traded, any transaction therein, or transactions between IBLLC and you; any provision of the Agreement or any other agreement between IBLLC and you; or any breach of such transactions or agreements, if to be resolved by arbitration shall be resolved in accordance with the rules then prevailing of any one of the following: (A) JAMS (pursuant to JAMS's Comprehensive Arbitration Rules and Procedures) (<https://www.jamsadr.com>); (B) FINRA (<https://www.finra.org/arbitration-mediation>); or (C) the arbitration forum of any exchange of which IBLLC is a member, as the true claimant-in-interest may elect.

- b. If you are the claimant-in-interest and you have not selected an arbitration forum within ten days of providing notice of your intent to arbitrate, IBLLC shall select the forum.
- c. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class, and who has not opted out of the class with respect to any claims encompassed by the putative class action until:
  - i. the class certification is denied;
  - ii. the class is decertified; or
  - iii. you are excluded from the class by the court.
- d. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under the Agreement except to the extent stated herein.

- ii. **Commodities account segment:** Any dispute, controversy, claim or grievance involving the commodities segment of your account, may be resolved as outlined in the Futures Arbitration Agreement, which has been provided to you separately. You are not required to sign the Futures Arbitration Agreement or agree to this arbitration process.

## 2. Disputes with IBUK

2.1 Any controversy or claim between IBUK or any of its respective directors, officers, shareholders, employees, associates or agents, on the one hand, and you or, if applicable, your directors, officers, shareholders, employees, associates, agents, or trustees, on the other hand, arising out of, or relating to, the Agreement, any other Agreement between you and IBUK, any transaction under such agreements, or any of your accounts, may be settled by arbitration, in accordance with the rules then prevailing of any one of the following arbitration schemes, to the extent that the claim or controversy properly falls within the scope of the arbitration scheme:

- i. If the dispute involves a transaction in a security, option to purchase or sell a security, or an option on a securities index that is traded on a U.S. exchange, the arbitration schemes of: (A) the American Arbitration Association (<https://www.adr.org>); (B) JAMS (pursuant to JAMS's Comprehensive Arbitration Rules and Procedures) (<https://www.jamsadr.com>); if the dispute also involves IBLLC, the arbitration may also be held at either (C) any exchange of which IBLLC is a member, or (D) FINRA (<https://www.finra.org/arbitration-mediation>);
- ii. If the dispute involves a transaction in a futures contract or an option on a futures contract that is traded on a U.S. exchange, any one of three or more "qualified forums" provided by IBUK. A "qualified forum" is an organisation whose procedures for conducting arbitration comply with the requirements of CFTC Rules; or
- iii. In any other type of dispute, the arbitration schemes of: (A) the London Court of International Arbitration (<https://www.lcia.org>); (B) the International Centre for Dispute Resolution (<https://www.icdr.org>); (C) any exchange of which IBUK is a member; or (D) a securities or futures association, as applicable.