

SCHEDULE – XTB Stocks and Shares ISA terms and conditions

1. General

- 1.1 The terms and conditions in this schedule (“ISA Terms”) are only applicable if you open an XTB Stocks and Shares ISA.
- 1.2 By applying for an XTB Stocks and Shares ISA, you agree to appoint us, XTB Ltd., as the manager of your XTB Stocks and Shares ISA for the purposes of the ISA Regulations.
- 1.3 These ISA Terms are supplemental to the XTB Ltd Terms of Business (the “General Terms of Business”), and form part of the agreement between XTB Ltd. and you.
- 1.4 In the event of any conflict between the provisions of these ISA Terms and the General Terms of Business, these ISA Terms shall prevail.
- 1.5 XTB Ltd. will manage your XTB Stocks and Shares ISA in accordance with these ISA Terms and Applicable Law, including the ISA Regulations. In the event of any conflict between these ISA Terms and the ISA Regulations, the ISA Regulations shall prevail.
- 1.6 Capitalised terms that are not defined in the ISA Terms have the meaning given to them in the General Terms of Business

2. Eligibility for an XTB Stocks and Shares ISA

- 2.1 Only individuals who meet certain eligibility restrictions imposed by Applicable Law will be able to open an XTB Stocks and Shares ISA. To be eligible, you must:
 - (i) be at least 18 years old;
 - (ii) be resident and ordinarily resident in the UK for tax purposes or meet certain other residency requirements specified by Applicable Law.
- 2.2 In addition, you must have a General Investment Account with XTB Ltd. before opening your XTB Stocks and Shares ISA.
- 2.3 You are permitted to invest in more than one stocks and shares ISA during any Tax Year, in accordance with Applicable Law. It is your responsibility to ensure that you do not exceed your Annual ISA Allowance.
- 2.4 If you change your address and are no longer a resident of the UK, you must let us know immediately.
- 2.5 If you inform us during a Tax Year that you are no longer a UK resident, we may place a restriction on your XTB Stocks and Shares ISA to prevent you from making further Subscriptions. Such restriction may also involve closure of your Stocks and Shares ISA as per clause 12.4 of the ISA Terms.

3. Opening your XTB Stocks and Shares ISA

- 3.1 To open an XTB Stocks and Shares ISA, you must complete the ISA Application Form, which is available through the website (<https://www.xtb.com/en>) or XTB app. We can refuse to open an XTB Stocks and Shares ISA and may choose not to give a reason for doing so.
- 3.1.1 We will open your XTB Stocks and Shares ISA as soon as we accept your ISA Application Form.
- 3.2 You may only open an XTB Stocks and Shares ISA:
- 3.2.1 in your own name; and
- 3.2.2 if you are a natural person.
- 3.3 Your XTB Stocks and Shares ISA will not be active for the current Tax Year until you have either:
- 3.3.1 made a Subscription; or
- 3.3.2 made a transfer from another ISA where you have made subscription(s), using your current Tax Year Annual ISA Allowance.
- 3.4 We will not accept any Subscription or any transfer-in from another ISA manager (as the case may be) until we have accepted your Application Form.
- 3.5 You may close your XTB Stocks and Shares ISA in accordance with clause 12.

4. Subsequent Tax Years

- 4.1 Provided that you continue to satisfy the residency rules (see clause 2.1) and all Applicable Law, we will continue to accept Subscriptions into your XTB Stocks and Shares ISA in subsequent Tax Years up to the Annual ISA Allowance without the need to make new applications.

5. Paying into Your ISA

- 5.1 The Annual ISA Allowance is set out under Applicable Law and is subject to change. Subscriptions into your XTB Stocks and Shares ISA during any Tax Year must not go over the Annual ISA Allowance.
- 5.2 When you have used your full Annual ISA Allowance during a Tax Year you should not make any further Subscriptions in that Tax Year, other than Replacement Subscriptions (see clause 6) and it is your responsibility to ensure that you do not exceed your Annual ISA Allowance.
- 5.3 Payments into your XTB Stocks and Shares ISA must be made with your own money in GBP. We have the right to satisfy ourselves that payments have been made using your money.

6. Flexible ISA

- 6.1 Your XTB Stocks and Shares ISA is a flexible ISA under the ISA Regulations. This means that you can withdraw to your General Investment Account uninvested cash from your XTB Stocks and Shares ISA at any time during a Tax Year. You can then make further Subscriptions to your XTB Stocks and Shares ISA up to the amount of your withdrawal in the same Tax Year without the amount counting towards your Annual ISA Allowance (“Replacement Subscriptions”).
- 6.2 If you ask us to withdraw to your General Investment Account uninvested cash from your XTB Stocks and Shares ISA, we will deem this amount to be taken from the Subscriptions you have made in the current Tax Year first, and then from Subscriptions you have made in previous Tax Years.
- 6.3 If you make a withdrawal to your General Investment Account, any Replacement Subscriptions must be made in the same Tax Year as the relevant withdrawal.
- 6.4 If you have no current Tax Year Subscriptions, or you are withdrawing an amount in excess of your current Tax Year Subscriptions, you can make a withdrawal to your General Investment Account out of the previous Tax Year’s Subscriptions and if you do so, any Replacement Subscriptions will be deemed to be applied firstly in respect of withdrawals out of previous Tax Years’ Subscriptions and secondly to those out of the current Tax Year’s Subscriptions.
- 6.5 Subscriptions to your XTB Stocks and Shares ISA during a Tax Year will only count towards your Annual ISA Allowance for that Tax Year once any amounts previously withdrawn during that Tax Year have been fully replaced.
- 6.6 Any income or capital growth withdrawn from your Stocks and Shares ISA to your General Investment Account under these ISA Terms or as instructed by you will count as a withdrawal for these purposes and you can therefore replace these amounts as Replacement Subscriptions.
- 6.7 Where your XTB Stocks and Shares ISA contains current Tax Year Subscriptions only, any withdrawals greater than the amount subscribed in that Tax Year (due to, for example, income or capital growth) can only be replaced in your XTB Stocks and Shares ISA.
- 6.8 You cannot make Replacement Subscriptions if you are no longer a UK resident, unless you are performing duties as a Crown employee serving overseas and paid out of the public revenue of the UK (typically a serving member of the armed forces, or a diplomat), or married to, or in a civil partnership with, such a person.
- 6.9 If you close your XTB Stocks and Shares ISA in accordance with our Agreement and withdraw all of the cash contained in your XTB Stocks and Shares ISA, you are still able to make Replacement Subscriptions for previous Tax Years if you open a new XTB Stocks and Shares ISA within the same Tax Year.

7. XTB Stocks and Shares ISA Investments

- 7.1 Only Qualifying Investments and uninvested GBP may be held in your XTB Stocks and Shares ISA.
- 7.2 There may be circumstances where we reasonably consider that an investment cannot be held, or can no longer be held, in your XTB Stocks and Shares ISA. These include but are not limited to:
- (a) where the investment is not or has ceased to be a Qualifying Investment, whether as a result of a change in Applicable Law, a change in the relevant investment, a mandatory event, a Corporate Action, or delisting from a recognised stock exchange or otherwise;
 - (b) where there are operational reasons, the investment cannot be held, for example where the Sub-Custodian has or will cease to operate in the jurisdiction where the investment is held. Where possible, we will notify you of this and request your instructions to:
 - (i) sell the relevant investment and retain the proceeds within your XTB Stocks and Shares ISA as cash; or
 - (ii) transfer the relevant investment to an alternative ISA manager.
- 7.3 In the event of a delisting, we may in our sole discretion allow you to keep the Qualifying Investment in your XTB Stocks and Shares ISA where we offer an alternative recognised stock exchange.
- 7.4 Where we request your instructions under clause 7.2, we will provide you with as much notice as we are reasonably able to in the circumstances and provide a deadline by which your instructions must be received. If you do not provide the requested instructions by any required deadline, or if it is not possible to provide you with prior notice, we reserve the right to sell the relevant investment on your behalf as per clause 7.2 and apply the proceeds to your XTB Stocks and Shares ISA.
- 7.5 You will not be charged for any action taken under clause 7.2 to comply with Applicable Law.
- 7.6 In the event of any disagreement or dispute as to whether any investment held or proposed to be held in a XTB Stocks and Shares ISA is a Qualifying Investment, the views of XTB Ltd., acting reasonably, shall be final.
- 7.7 We will not accept the transfer of SAYE Shares and SIP Shares into your XTB Stocks and Shares ISA.
- 7.8 Legal ownership of the investments held in your XTB Stocks and Shares ISA will be registered and held in accordance with the General Terms of Business. You will remain the beneficial owner of the investments in your XTB Stocks and Shares ISA. Share certificates or other documents (where applicable) evidencing title to investments in your XTB Stocks and Shares ISA will be held by us or as we may direct.

7.9 If you ask us to do so, we will arrange for you to

- (i) be provided with a copy of the annual report and accounts of any investment held in your XTB Stocks and Shares ISA;
- (ii) attend company annual general meetings;
- (iii) exercise voting rights in respect of instruments held in your XTB Stocks and Shares ISA; and
- (iv) receive any other information issued to shareholders of the investments held in your Stocks and Shares ISA.

7.10 Where we arrange the matters referred to in clause 7.9, we reserve the right to charge a fee that reflects our costs in doing so.

7.11 You must not transfer your rights to the investments held in your XTB Stocks and Shares ISA to any other person. We will not recognise the interest or claim of any other person unless we are required to by Applicable Law. For example, this means you cannot use any of the investments as security for loan, or any borrowing or other money that you owe.

8. Cash

8.1 You must ensure that you hold sufficient cash in your XTB Stocks and Shares ISA to satisfy any tax liabilities that may arise in respect of your investments and any charges payable in respect of your XTB Stocks and Shares ISA. If your XTB Stocks and Shares ISA does not hold sufficient cash to satisfy such liabilities as they fall due, we may sell down any Investments held within your XTB Stocks and Shares ISA with a net aggregate value sufficient to satisfy such liabilities. The investments will be sold down in descending order based on value.

9. Withdrawals from your XTB Stocks and Shares ISA

9.1 You may at any time instruct a withdrawal (including an instruction to withdraw and transfer to your General Investment Account) from your XTB Stocks and Shares ISA. Withdrawals can only be made in cash.

9.2 We will try to process any withdrawal instruction from your XTB Stocks and Shares ISA to your General Investment Account within the time period specified in the instruction, but subject to any reasonable business period we require for the practical implementation of the instructions.

10. Transferring your XTB Stocks and Shares ISA

10.1 You may, at any time, instruct us to transfer your XTB Stocks and Shares ISA to another provider approved by HMRC to act as manager of an ISA. Current Tax Year Subscriptions and Previous Tax Year Subscriptions may be transferred either in whole, or in part. Some ISA managers do not accept partial transfers, and so before instructing a partial transfer, you should confirm with your new ISA manager whether they will accept it. If the ISA managers do not accept partial transfers, you may be required to either cancel your instruction for partial transfer or transfer in whole under this clause 10.

- 10.2 To instruct a transfer to another provider, you will need to contact the new ISA manager and complete a transfer authority. The personal details you provide to your new ISA manager must match those we hold for you in order for the transfer to take place.
- 10.3 Once we have received authority and instructions from the new ISA manager:
- 10.3.1 if you have instructed that your XTB Stocks and Shares ISA be transferred in cash, we will contact you and request your instructions to sell any remaining investments in your XTB Stocks and Shares ISA.
- 10.3.2 If you have instructed that your XTB Stocks and Shares ISA be transferred in specie (meaning the transfer to your new ISA manager of the investments in your XTB Stocks and Shares ISA, rather than the net cash proceeds of those investments) we will process the instruction in accordance with this clause 10. If your new ISA manager cannot accept a transfer of one or more Investments held within your XTB Stocks and Shares ISA, it is your responsibility to instruct the sale of such investments in order to allow the transfer to proceed. If your new ISA manager informs us that they are unable to accept any such investments in your XTB Stocks and Shares ISA, we will notify you of this and request your instructions to sell the asset.
- 10.4 We will effect a transfer under this clause 10 to your new ISA manager within the time period specified by you, but subject to any reasonable business period we require for the practical implementation of the instructions. In any event, we will transfer the net proceeds and/or the investments within 30 days of receiving the instructions. Where you are invested in certain types of instruments in which dealing has been suspended, we may take up to 7 additional days after such suspension ends to transfer your XTB Stocks and Shares ISA.
- 10.5 We may, in certain circumstances permitted by Applicable Law, for example if we decide to stop acting as an ISA manager, arrange a “bulk transfer” of our ISA clients, that is we may transfer the whole or part of your XTB Stocks and Shares ISA to another ISA manager without your consent. We will only transfer your XTB Stocks and Shares ISA to another ISA manager if we are satisfied that in doing so we are treating you fairly and in accordance with Applicable Law. We will always provide notice before we transfer your XTB Stocks and Shares ISA and you will have the opportunity to object, but please note that the only other options available may be for us to close your XTB Stocks and Shares ISA or for you to transfer your XTB Stocks and Shares ISA to another ISA manager selected by you.
- 10.6 Where you hold fractional shares in your XTB Stocks and Shares ISA, and you request a full investment transfer of your XTB Stocks and Shares ISA, you are instructing us to place an order to sell all fractional shares in your XTB Stocks and Shares ISA on your behalf as of the date of the approval of your request and include the proceeds in the investment transfer as cash.
- 10.7 Where we arrange a “bulk transfer” of our ISA clients to another ISA manager as noted in clause 10.5 above, we may also transfer any Cash that we hold in accordance with the General Terms of Business.

11. Transfers in

- 11.1 You can transfer all or part of an existing Stocks and Shares ISA from another ISA manager to us. We cannot accept transfers in from lifetime ISAs or junior ISAs.
- 11.2 We will accept transfers in the form of: (i) GBP; and (ii) investments, subject to such investments being permitted in accordance with clause 7. If we reasonably consider that any such investments are not Qualifying Investments or otherwise cannot be held in an XTB Stocks and Shares ISA, we will not accept the transfer of those investments into your XTB Stocks and Shares ISA. Any such investments must be sold down to GBP before they can be transferred into your XTB Stocks and Shares ISA. In these circumstances, we will notify you and the transferring ISA manager.
- 11.3 If your previous ISA manager transfers any refunds of tax or income payments to us after the date of transfer, we will hold such payments as uninvested cash.

12. Closing Your ISA

- 12.1 You may close your XTB Stocks and Shares ISA at any time by providing us with no less than 30 days' prior written notice.
- 12.2 Where we receive instructions to close your XTB Stocks and Shares ISA, we will request that you sell the investments held within your XTB Stocks and Shares ISA and withdraw the net sale proceeds in GBP to your General Investment Account. Your XTB Stocks and Shares ISA will no longer attract tax benefits once it has been closed.
- 12.3 Once you have elected to close your XTB Stocks and Shares ISA, there may still be small GBP amounts representing income payments or tax reclaims which are subsequently credited to your XTB Stocks and Shares ISA. Where you have elected to close your XTB Stocks and Shares ISA we will suspend your ability to fund your XTB Stocks and Shares ISA. Where you have transferred it to another ISA manager, you hereby instruct us to pay that money to your General Investment Account or nominated bank account.
- 12.4 We reserve the right to close your XTB Stocks and Shares ISA in the event that:
- 12.4.1 your XTB Stocks and Shares ISA holds a balance of £0.
 - 12.4.2 there has been no activity by you in respect of your XTB Stocks and Shares ISA for the previous six months; and
 - 12.4.3 we have been unable to contact you regarding your XTB Stocks and Shares ISA, having made reasonable attempts.

13. Death

- 13.1 Following your death, no Subscriptions may be made to your XTB Stocks and Shares ISA.
- 13.2 Upon being notified of your death, we will place a restriction on your XTB Stocks and Shares ISA which will prevent any further Subscriptions to your XTB Stocks and Shares ISA.

- 13.3 The tax benefits applicable in respect of your XTB Stocks and Shares ISA will automatically cease upon the earlier of:
- 13.3.1 the date that the administration of your estate completes;
 - 13.3.2 the date that all investments and cash have been withdrawn from your XTB Stocks and Shares ISA; and
 - 13.3.3 the third anniversary of your death.
- 13.4 XTB Ltd. shall remain authorised to manage your XTB Stocks and Shares ISA following your death, and your personal representatives shall be bound by this Agreement. Subject to the General Terms of Business, XTB Ltd. shall provide your personal representatives any documents relating to your XTB Stocks and Shares ISA as they may reasonably request.
- 13.5 Any interest, dividends or gains in respect of investments in your XTB Stocks and Shares ISA that arise after the date referred to in clause 13.3 will not currently be exempt from tax. We will deal with any such amounts in accordance with the instructions of your personal representatives.
- 13.6 The continuing XTB Stocks and Shares ISA will be valued as at the date referred to in clause 13.3 of these ISA Terms and will be dealt with in accordance with the General Terms of Business.
- 13.7 Subject to Applicable Law, after your death, your spouse or civil partner may be able to make additional permitted subscriptions. The additional permitted subscriptions will not count towards their Annual ISA Allowance for the relevant Tax Year.

14. Bankruptcy

- 14.1 If we receive notification of your bankruptcy, the tax advantages of your XTB Stocks and Shares ISA will cease in accordance with Applicable Law. We will not accept any further Subscriptions and will close your XTB Stocks and Shares ISA in accordance with Applicable Law. The appointed trustee or official receiver will become the beneficial owner of the investments in your XTB Stocks and Shares ISA. Any tax reclaimed on income received after the date on which the trustee or official receiver was appointed will be returned to HMRC.

15. Void ISAs

- 15.1 Where we have opened an XTB Stocks and Shares ISA and discover that the Application Form was invalid and we are unable to resolve the reason for the invalidity, we will inform you promptly that this has happened. We will close your XTB Stocks and Shares ISA, sell the investments in accordance with the General Terms of Business and return the net sale proceeds to your General Investment Account.
- 15.2 We will inform you if we become aware that, by reason of any failure to satisfy Applicable Law, your XTB Stocks and Shares ISA is (or will be) void or no longer entitled to any tax exemptions. Where possible, we will also tell you if HMRC will be in touch with you.

15.3 If your XTB Stocks and Shares ISA is made void, all income in respect of that Subscription will be taxable and all invalid Subscription monies, investments and income must be removed from the XTB Stocks and Shares ISA.

15.4 We reserve the right to take any action whatsoever in relation to your XTB Stocks and Shares ISA on the instruction of HMRC.

16. Charges

16.1 We will charge fees in respect of your XTB Stocks and Shares ISA (if any) in accordance with the General Terms of Business.

16.2 As explained in clause 8.1, if you do not have sufficient cash in your XTB Stocks and Shares ISA to cover the charges, we may sell down any investments held within your XTB Stocks and Shares ISA and apply the proceeds to cover any outstanding charges, as far as permitted by the ISA Regulations.

17. Delegation

17.1 We may delegate our functions and responsibilities under these ISA Terms in accordance with the General Terms of Business.

17.2 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities as ISA manager is competent to perform those functions or responsibilities. We remain responsible for the operation of your XTB Stocks and Shares ISA, despite any such delegation.

18. Tax and Dividends

18.1 We will contact HMRC on your behalf to make any appropriate claims relating to tax for your XTB Stocks and Shares ISA. For these purposes, we may carry out appeals and agree on your behalf, liabilities for and reliefs from tax and recover from HMRC any interest on dividends that is reclaimable for the credit of your XTB Stocks and Shares ISA. You authorise us to carry out such activities in connection with your XTB Stocks and Shares ISA.

18.2 You do not have to pay UK tax on the income and capital gains of the investments in your XTB Stocks and Shares ISA as long as we and you comply with Applicable Law. This exemption may change in the future.

18.3 You should be aware that any description of tax reliefs in these ISA Terms refers to those that are currently applicable as at the date of issue and may change in the future. The description is only relevant to individuals subject to UK income tax and the value of the relief depends on your individual circumstances.

18.4 We will collect for your XTB Stocks and Shares ISA any dividends, interest and other distributions arising in respect of your money and investments. Any such amounts that are denominated in a currency other than sterling will be converted into GBP at the rate specified in our Terms and Fees on our website (<https://www.xtb.com/en/account-and-fees>) before they are accepted into your XTB Stocks and Shares ISA.

19. Amendments

- 19.1 We will not make any changes to the Agreement that would make your ISA void under Applicable Law.

20. Definitions

Annual ISA Allowance	The maximum amount permitted by Applicable Law that you are allowed to invest in an ISA in a Tax Year. The Annual ISA Allowance is set by the UK Government and is subject to change.
Application Form	The prescribed form which you must complete and sign to open your XTB Stocks and Shares ISA. A copy of the Application Form is available through the Application.
XTB Ltd.	The account manager of your XTB Stocks and Shares ISA.
XTB Stocks and Shares ISA	Your Stocks and Shares ISA managed by XTB Ltd in accordance with the Agreement, including these ISA Terms. The XTB Stocks and Shares ISA is an account for the purposes of the Agreement.
General Investment Account	Your main trading account opened with XTB Ltd.
General Terms of Business	XTB Ltd Terms of Business
HMRC	HM Revenue & Customs (or any relevant successor body).
ISA	Individual Savings Account as defined in the ISA Regulations
ISA Regulations	The Individual Savings Account Regulations 1998, as amended or replaced from time to time, and any other applicable statutes, rules and regulations.
Qualifying Investment	Any Investment that is a qualifying investment for a stocks and shares ISA under the ISA Regulations including fractional shares.
SAYE Shares	A Save As You Earn (SAYE) share scheme is a UK tax-advantaged employee savings plan allowing workers to save monthly for 3 or 5 years, with the option to buy company shares at a discounted price. If the share price falls, employees can choose to withdraw their savings instead of purchasing shares.
SIP Shares	A Share Incentive Plan (SIP) share is part of a UK government-approved employee share scheme that allows employees to acquire shares in their company tax-

	efficiently. Employees can receive shares for free, purchase them, or both, with potential tax benefits on income, capital gains, and dividends if held for a qualifying period.
Subscription	A monetary payment in GBP into your XTB Stocks and Shares ISA including cash transfers from your General Investment Account.
Tax Year	period from 6 April of one year to the following 5 April.