Interactive Brokers

Agreement for Non-Professional Advisors Providing Services to Interactive Brokers Canada Customers

This Agreement is entered into between Interactive Brokers Canada Inc. (IB) and the undersigned Family Group Advisor (the "Advisor").

WHEREAS, IB provides securities and derivatives brokerage services to customers;

WHEREAS, IB developed trading technology that allows access and trading in multiple accounts from a single interface;

WHEREAS, IB makes such technology available to its customers ("Participating Customers") through the IB Friends & Family Account type;

WHEREAS, Participating Customers who qualify as family members of the Advisor wish to grant Advisor trading authorization in their IB accounts;

WHEREAS, Participating Customers wish to have Advisor set up an IB Friends & Family Account and to trade on their behalf;

WHEREAS, Advisor agrees to be granted such trading authorization but for no more than 5 Participating Customers' IB accounts;

WHEREAS, Advisor is NOT trading for, or advising Participating Customers in securities or derivatives for a business purpose;

NOW THEREFORE, for and in consideration of the promises and mutual agreements set forth herein, IB and Advisor agree as follows:

1. **Establishment of IB-Advisor Arrangement:**
   Advisor shall provide certain information to IB regarding Advisor's activities and its status with applicable regulatory authorities. Advisor represents and warrants that all information provided is true and correct to the best of Advisor's knowledge.

2. **Participating Customer Account Opening:**
   Participating Customers will apply for IB brokerage accounts, which shall be accepted or rejected by IB in its sole discretion. In order to facilitate the account opening process, Advisor may provide certain required information regarding Participating Customers and Advisor may forward to IB account opening documents completed by Participating Customers. Advisor represents and warrants that all information provided by Advisor to IB regarding Participating Customers is true and correct to the best of Advisor's knowledge and that any account opening documents forwarded to IB by Advisor shall have been properly reviewed and executed by the Participating Customer and shall be unaltered and in their original form as received by the Advisor. Upon request, Advisor will provide to IB a true and correct copy of any advisory agreement in effect between the Advisor and the client (the "Advisory Agreement") and power of attorney documents authorizing Advisor to direct trading in the Participating Customer's IB account.

3. **No Advisory Fees:**

   a. Advisor represents and warrants that no Advisory Fees shall be charged by the Advisor to any Participating Customers pursuant to this or any Advisory Agreement between the Advisor and the client. Advisor further represents and warrants that it shall comply with all applicable federal or provincial laws and regulations and the rules of any self-regulatory organization to which Advisor is subject (the "Laws and Regulations").

   b. Advisor will provide immediate written notice to the attention of the IB Compliance Department in the event of any oral or written complaint made by any Participating Customer relating in any way to Advisory Fees.

4. **Material Changes in Customer or Advisor Information; Termination of Account:**

   a. Advisor will provide immediate written notice to IB in the event that any Participating Customer terminates its relationship with Advisor or wishes to terminate its relationship with IB.

   b. Advisor will provide prompt written notice to IB of any material change in any information regarding any Participating Customer, including but not limited to material changes in information regarding the Participating Customer's financial status. In the event of any change in a Participating Customer's Advisory Agreement or change in the power of attorney documents governing the Participating Customer's account, Advisor shall promptly provide to IB a true and correct copy of the revised Agreement or documents.

      Advisor will provide prompt written notice to IB of any material change in any information provided by the Advisor to IB regarding the Advisor. Advisor will provide immediate written notice by overnight mail or courier service to the attention of the IB Compliance Department in the event of any change in Advisor's registration or regulatory status, including but not limited to any registration or licensing, or any suspension or bar or other adverse regulatory action affecting Advisor.

5. **Compliance with Laws and Regulations**

   a. Advisor represents that it is NOT currently, and will not, during the duration of this Agreement, be conducting trading or advising activities for a business purpose nor become subject to any registration obligation with appropriate provincial and/or federal securities or derivatives Authorities and that it and its employees have and will continue to have all required provincial and federal registration exemptions to provide advisory services to Participating Customers.

   b. Advisor is solely responsible for complying with the Laws and Regulations governing its provision of advisory services to Participating Customers, and IB specifically disclaims any responsibility for such compliance. Advisor represents that it is now, and will remain in material compliance with all applicable Laws and Regulations in connection with the activities contemplated by this Agreement.

6. **Relationship Between Advisor and IB**

   a. Advisor acknowledges that IB does not and will not solicit trades or provide trading, investment or tax advice of any kind to Participating Customers. IB has no duty to supervise or review Advisor's actions or recommendations. IB's provision of brokerage services to Participating Customers does not in any way represent an endorsement of Advisor's services or of any particular recommendations or advice or actions of Advisor, and Advisor shall not make any statements implying that IB has reviewed or approved of Advisor, its services, or any recommendations or advice or actions of Advisor. Advisor bears sole responsibility for resolving any and all claims, questions or disputes of any kind by Participating Customers regarding Advisor's provision of investment advisory services (including specific conduct, advice or recommendations of Advisor) or Advisor's activities under this Agreement.

   b. All claims, questions or disputes regarding IB's provision of brokerage services or regarding IB's execution of particular trades must be referred to IB. Advisor has no authority to decide or resolve such claims, questions or disputes on IB's behalf.

   c. Neither the Advisor nor any officers, directors or employees of Advisor are employees or agents or associated persons of IB, nor shall they hold themselves out as such. Advisor has no authority, and shall not make any representations or give any warranties on IB's behalf. Advisor shall have no authority to bind IB or to enter into any agreement, understanding or commitment giving rise to any liability or obligation of IB.

   d. This Agreement does not and shall not be deemed to constitute a partnership or joint venture between the parties, and neither party nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other.

   e. Advisor acknowledges that the Customer Agreements entered between IB and IB Customers do not confer any rights on Advisor, nor does IB have any liability or obligation whatsoever to Advisor arising from any IB Customer Agreement.

7. **Intellectual Property:**
   All right, title, copyright and other interest in and to any part of or all of the IB Trader Workstation and any other IB systems, software or technologies shall at all times remain the sole and exclusive property of IB.

8. **Liability and Indemnity:**

   a. Advisor hereby indemnifies and agrees to hold IB and its affiliates, and its and their successors and assigns, and its and their directors, officers and employees (“IB Indemnitees”) harmless against any and all penalties, damages, costs, judgments, attorney's fees or any other expenses incurred in connection with any and all claims of any kind against IB Indemnitees by customers, prospective customers, Participating Customers, civil or regulatory authorities or any other third parties, which relate to Advisor's provision of investment advisory services (including specific conduct, advice, trades or recommendations of Advisor) or Advisor's activities under this Agreement.

   b. If within ten (10) business days after receiving written notice of any claim, demand, proceeding, suit or action with respect to which IB Indemnitees may have any claim to

indemnification under this Agreement, the Advisor shall fail to institute the defense of the IB Indemnitee in connection with such claim, demand, proceeding, suit or action, or if thereafter the Advisor shall fail diligently to prosecute such defense, the IB Indemnitee shall have the right, but not the obligation, to defend such action. The costs and expenses, including reasonable attorneys' fees, associated with such a defense shall be borne by Advisor. Neither the exercise of the right to participate in or assume the responsibility for any such defense nor the failure to exercise such rights shall limit, in any way, the IB Indemnitee's rights to indemnification under this Agreement. Advisor shall not settle any claim, demand, proceeding, suit or action against an IB Indemnitee without the prior written consent of the IB Indemnitee. In any claim, demand, proceeding, suit or action with respect to which IB Indemnitees may have any claim to indemnification under this Agreement, whether the defense is instituted by Advisor or by the IB Indemnitee, the IB Indemnitee shall have the right to select its preferred counsel, whose costs along with all other costs of defense shall be borne by the Advisor.

c. Errors, misunderstandings or controversies between Advisor and Participating Customers shall be Advisor's sole responsibility and liability.

d. IB's liability in any action, proceeding or claim arising out of this Agreement or any breach thereof, and Advisor's remedy, shall be limited to any actually collected and properly owed Advisory Fees. IB shall not be liable under any circumstances for loss of profit or any direct, indirect, incidental, special, exemplary, punitive or consequential damages.

e. The liability and indemnity provisions herein shall remain operative and in full force after termination of this Agreement.

9. **Miscellaneous:**

a. Either party may terminate this Agreement immediately upon written notice to the other party. IB may terminate its provision of brokerage services with respect to any particular Participating Customer at any time without prior notice to the Advisor.

b. This agreement is non-exclusive and nothing in this Agreement shall prevent Advisor from utilizing services of other brokerage firms or recommending that its customers do so, and nothing in this Agreement shall prevent IB from providing services to customers of other investment advisors.

c. IB represents and warrants to Advisor that IB is duly organized and validly existing as a Corporation in good standing under the laws of Canada and has the power and authority to enter into this Agreement.

d. This Agreement constitutes the entire understanding of the parties as to its subject matter. The parties acknowledge that they have not relied upon any oral or written representation of the other or the other's employees or agents and have made their own independent investigations into all relevant matters. This Agreement may not be modified except in writing signed by the party against whom such modification shall be asserted.

e. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. All or

part of the rights and obligations of IB under this Agreement may be assigned by IB to any affiliate of IB or of the Interactive Brokers Group, without the consent of Advisor, but no other assignment may be made by either party without the written consent of the other, which shall not be unreasonably withheld.

f. The failure of either party to enforce at any time, or for any period, any one or more of the terms or conditions of this Agreement shall not be a waiver of such terms or conditions or of the right at any time subsequently to enforce all terms and conditions of this Agreement. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby.

By signing above, I affirm and warrant that I have the authority to sign this form on behalf of the investment advisory firm and bind the firm to this agreement