



# Interactive Brokers Futures Arbitration Agreement

This agreement (the "Agreement") applies to all disputes arising out of (i) any transaction involving futures or options on futures and/or executed on a "designated contract market" (as defined under the Commodities Exchange Act ("CEA")) or (ii) any retail forex transaction (as defined by the Commodity Futures Trading Commission (the "CFTC")) (together, "Covered Transactions"). To the extent that the provisions of this Agreement conflict with provisions of any other agreement between Interactive Brokers LLC ("IB") and the undersigned ("Customer"), this Agreement shall prevail with respect to disputes relating to Covered Transactions.

Any controversy or claim between IB and Customer arising out of or relating to Customer's Account with IB, to Covered Transactions between IB and Customer, to the Customer Agreement with IB or any other agreement between IB and Customer, or to the breach of any such Covered Transaction or agreement shall, except as provided below, be resolved by arbitration before a forum chosen in accordance with the procedure set out below. If, by reason of any applicable statute, regulation, exchange rule or otherwise, Customer's advance agreement to submit a controversy to arbitration would not be enforceable by IB, this provision shall not permit Customer to enforce IB's advance agreement to submit to arbitration. Any award rendered in any arbitration conducted pursuant to this agreement shall be final, binding and enforceable in accordance with the laws of the State of Connecticut and judgment may be entered on any such award by any court having jurisdiction thereof.

At such time as Customer notifies IB that Customer intends to submit a claim to arbitration, or at such time as IB notifies Customer that IB intends to submit a claim to arbitration, Customer will have the opportunity to choose a forum from a list of qualified forums provided by IB. A "qualified forum" is an organization whose procedures for conducting arbitrations meet Acceptable Practices established by the CFTC.

As required by CFTC Rule 166.5, IB will pay any incremental fees which may be assessed by a qualified forum for provision of a mixed arbitration panel, unless the arbitrators hearing the controversy determine that Customer has acted in bad faith in initiating or conducting the arbitration. A "mixed arbitration panel" is an arbitration panel composed of one or more persons, of which at least a majority are not members or associated with a member of the designated contract market (upon which the Covered Transaction giving rise to the dispute was executed or could have been executed), if

applicable, or an employee thereof, and who are not otherwise associated with the designated contract market.

In connection with this Arbitration Agreement, IB is required to furnish to Customer the following statement, pursuant to Rule 166.5 of the CFTC (for the purposes of the following, "you" or "your" means IB's Customer):

**THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISSION ("CFTC"), AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION.**

**THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.**

**BY SIGNING THIS AGREEMENT, YOU: (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW; AND (2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR IB MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE WHICH MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF IB INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF YOU PREFER TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.**

**YOU NEED NOT SIGN THIS AGREEMENT TO OPEN OR MAINTAIN AN ACCOUNT WITH IB. SEE 17 CFR 166.5.**

#### WAIVER OF CLASS ACTION AND COLLECTIVE RELIEF

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE ENTITLED TO ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY. CUSTOMER MAY ONLY ARBITRATE OR LITIGATE ON AN INDIVIDUAL CLAIMS BASIS AND SOLELY FOR CUSTOMER'S OWN LOSSES. UNDER THIS AGREEMENT, CUSTOMER MAY NOT PROCEED IN ARBITRATION OR COURT AS A CLASS REPRESENTATIVE, MEMBER OR PART OF ANY PROPOSED CLASS, COLLECTIVE ACTION, PRIVATE ATTORNEY

GENERAL SUIT, QUI TAM ACTION OR ANY REPRESENTATIVE PROCEEDING, OR OTHERWISE SEEK TO RECOVER ON BEHALF OF OTHERS OR FOR THE BENEFIT OR USE OF OTHERS IN ANY TYPE OF CLAIM OR ACTION. THE PARTIES ARE EACH WAIVING RESPECTIVE RIGHTS TO PARTICIPATE IN A CLASS ACTION. BY ACCEPTING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN ANY PAST, PENDING OR FUTURE CLASS ACTION OR ANY OTHER CONSOLIDATED OR REPRESENTATIVE PROCEEDING, INCLUDING ANY PROCEEDING EXISTING AS OF THE DATE CUSTOMERS AGREED TO THIS AGREEMENT.

#### LIMITATION OF LIABILITY

Under no circumstances shall IBKR (or any affiliate of IBKR) be liable for any punitive, indirect, incidental, special or consequential loss or damages, including loss of business, profits or goodwill arising from any cause whatsoever.

#### SEVERABILITY

If any provision of this Agreement is unenforceable, it shall not invalidate other provisions. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then Customer and IB will be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable or void, and Customer and IB agree that this Agreement will be deemed amended by modifying such provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives. Failure of IB to enforce any term or condition of this Agreement is not a waiver of the term or condition. No provision of this Agreement can be waived without the written consent of IB (through its Chief Executive Officer or General Counsel).

#### EVENT CONTRACTS; TRI-PARTY AGREEMENT

Customer further acknowledges and agrees that, with respect to any event contracts offered by ForecastEx LLC ("ForecastEx") and traded through IB's services and/or platform, ForecastEx shall be a party to this Agreement and may enforce (and shall be bound by) the terms of this Agreement, including (but not limited to) the arbitration agreement and class action waiver.

#### THIRD PARTY BENEFICIARIES

Customer further agrees and intends that this Agreement is entered into for the express benefit of Customer's spouse, heirs, children and next-of-kin and shall bind same to the extent of any claims arising from Customer's use of IB's services and/or platform which is brought by them or by any person for the use or benefit of your spouse, heirs, children and next-of-kin. IB agrees also that this Agreement is intended to benefit and shall bind any successor-in-interest or assignee of IB.

**BY SIGNING THIS AGREEMENT YOU ARE  
CONSENTING TO THE TERMS AND CONDITIONS LAID  
OUT IN THIS DOCUMENT.**

**IF YOU CHOOSE NOT TO SIGN THIS AGREEMENT,  
NO MANDATORY ARBITRATION PROVISION SHALL  
APPLY TO YOUR COVERED TRANSACTIONS,  
NOTWITHSTANDING ANY OTHER PROVISION TO THE  
CONTRARY IN OTHER AGREEMENTS YOU HAVE  
SIGNED OR MAY SIGN WITH IB.**