## InteractiveBrokers

## Interactive Brokers LLC Insured Bank Deposit Sweep Program Terms and Conditions

The following Terms and Conditions govern your participation in the Insured Bank Deposit Sweep Program ("Program") offered to eligible Interactive Brokers LLC ("IB") customers. The Program is designed to sweep Eligible Cash Balances (as defined below) in your brokerage account ("Account") into deposit accounts at participating banks (each a "Bank"). These terms and conditions and the Insured Bank Deposit Sweep Program Disclosure Statement ("Disclosure Statement") supplement the customer agreement ("Customer Agreement") between you and IB. By signing below, the undersigned (hereinafter "you") agree to the following:

- Your Consent to Participate in Program: You consent to having Eligible Cash Balances in your Account swept into the deposit account(s) at the Bank(s) through the Program, as described in the Disclosure Statement, as amended from time to time. You acknowledge and agree that IB may make changes to the terms and conditions of the Program or discontinue the Program at any time. Currently, free credit balances above \$250,000 in your Account are "Eligible Cash Balances", subject to a maximum limit in IB's discretion.
- <u>Authority as Agent</u>: By electing to participate in the Program, you hereby appoint IB as your agent in establishing the deposit account(s) at the Bank(s) and depositing and withdrawing funds from the deposit account (s) as described in the Disclosure Statement.
- 3. <u>Right of Set-Off</u>: In order to satisfy any indebtedness or obligations in your Account, you agree that IB may set off such obligations against cash in your Account and any deposit balances or other assets held through the Program. This includes, without limitation, withdrawing funds from the deposit account(s) in the Program.
- 4. <u>Alternatives to the Insured Bank Deposit Sweep Program:</u> If you elect not to participate in the Program, your uninvested cash will remain in your Account. You will earn interest on uninvested cash in your Account in accordance with IB's interest policy.
- 5. **Discontinue Participation in the Program:** You may discontinue participation in the Program via IB's Account Management system.
- 6. <u>No Warranties:</u> EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE) ARE MADE TO YOU REGARDING THE PROGRAM, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE. IB DOES NOT GUARANTEE THE FINANCIAL CONDITION OF THE BANKS AND IB WILL NOT BE LIABLE FOR ANY LOSS TO YOU IN THE EVENT OF A BANK'S FAILURE OR IN THE EVENT THAT FDIC COVERAGE IS DELAYED OR DOES NOT SATISFY YOUR LOSSES.
- 7. <u>IB Account Customer Agreement</u>: You understand and agree that the Customer Agreement, including the predispute arbitration clause, continues to govern your Account and shall also govern your participation in the Program. If any provisions of the Interactive Brokers Customer Agreement conflict with provisions of these Terms and Conditions or the Disclosure Statement, the provisions of the Customer Agreement shall govern.