SECURITIES ACCOUNT CONTROL AGREEMENT

Securities Account Control Agreement (the "Agreement"), dated as of the date executed by the undersigned secured party ("Secured Party"), among Interactive Brokers LLC (the "Pledgor"), the Secured Party and IBKR Securities Services LLC ("Securities Intermediary").

WHEREAS, Secured Party and Pledgor have entered into a Master Securities Lending Agreement for Interactive Brokers LLC's Fully-Paid Lending Program, as it may be amended from time to time (the "Securities Loan Agreement"), pursuant to which Pledgor may from time to time borrow Securities from Secured Party, and Pledgor will deliver Collateral (as defined below) to Secured Party in order to secure Pledgor's obligations to return such Loaned Securities to Secured Party upon conclusion of any Loan pursuant to the Securities Loan Agreement; and

WHEREAS, Secured Party and Pledgor have requested Securities Intermediary to hold the Collateral and to perform certain other functions as more fully described herein; and

WHEREAS, Securities Intermediary has agreed to act on behalf of Secured Party and Pledgor in respect of Collateral delivered to Securities Intermediary by Pledgor for the benefit of Secured Party, subject to the terms hereof.

NOW THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Whenever used in this Agreement, the following words shall have the meanings set forth below:

1. "Account" shall mean the Account established and maintained by Securities Intermediary hereunder in the name of Pledgor for the benefit of Secured Party (as the same may be redesignated, renumbered or otherwise modified) to hold Collateral. The Account shall be a "securities account" within the meaning of Section 8-501(a) of the UCC.

2. "Authorized Person" shall be any person, whether or not an officer or employee of Secured Party or Pledgor, duly authorized by Secured Party or Pledgor, respectively, to give Oral and/or Written Instructions on behalf of Secured Party or Pledgor, respectively, and shall include Secured Party if Secured Party is a natural person.

3. "Collateral" for purposes of this Agreement shall mean such cash, securities and investment property as may, from time to time, be deposited in and credited to the Account, and any proceeds thereof.

4. "Depository" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation (within the meaning of Section 8-102 of the UCC), bank or custodian authorized to act as a securities depository, custodian or clearing agency, and their respective successors and nominees.
5. "Notice of Exclusive Control" shall mean a written notice signed by an Authorized Person of Secured Party substantially in the form of Appendix II confirming to Securities Intermediary that Secured Party is, as at the date of such written notice, exercising its rights to exercise sole and exclusive control over the Account.

6. "Oral Instructions" shall mean verbal instructions received by Securities Intermediary from Pledgor.

7. "Pledgor Termination Notice" shall mean a written notice signed by an authorized person of Pledgor substantially in the form of Appendix III confirming to Securities Intermediary that, pursuant to the terms of the Securities Loan Agreement, Pledgor is entitled to return of all of the Collateral held in the Account and terminating this Agreement.

8. "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York.

9. "Written Instructions" shall mean instructions in writing by an Authorized Person received by Securities Intermediary via electronic communication, letter or other method or system specified by Securities Intermediary as available for use in connection with this Agreement.

The terms "entitlement holder", "entitlement order", "financial asset", "investment property", "proceeds", "security", "security entitlement" and "securities intermediary" shall have the meanings set forth in Article 8 of the UCC.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Securities Loan Agreement.

ARTICLE II
APPOINTMENT AND STATUS OF SECURITIES INTERMEDIARY;
ACCOUNT

1. Appointment; Identification of Collateral. Secured Party and Pledgor hereby intend that this Agreement establish "control" of the Account by Secured Party for purposes of perfecting Secured Party's security interest in the Account pursuant to Article 8 of the UCC and Securities Intermediary hereby acknowledges that it has been advised of Pledgor's grant to Secured Party of a security interest in the Account. Pledgor hereby appoints Securities Intermediary to perform its duties as hereinafter set forth and authorizes Securities Intermediary to hold Collateral in the Account in registered form in its name or the name of its nominees. Securities Intermediary hereby accepts such appointment and agrees to establish and maintain the Account and records identifying the Collateral in the Account as pledged by Pledgor to Secured Party. Securities Intermediary shall not be required to hold any asset not set forth on Appendix I, but may do so in its sole discretion.

2. Status of Securities Intermediary. The parties agree that Securities Intermediary is a securities intermediary, and intend that all cash, securities or other assets held in the Account shall be treated as financial assets. Securities Intermediary makes no representation or warranties with respect to the creation or enforceability of any security interest in the Account or the Collateral.

3. Use of Depositories. Secured Party and Pledgor hereby authorize Securities Intermediary to utilize Depositories in connection with its performance hereunder. Collateral held by Securities Intermediary in a Depository will be held subject to the rules, terms and conditions of such Depository.

ARTICLE III
COLLATERAL SERVICES

1. Collateral Removal, Substitutions. Until Securities Intermediary receives a Notice of Exclusive Control from Secured Party, Securities Intermediary is authorized to act upon any Oral or Written Instructions from Pledgor to transfer Collateral from the Account or substitute other Collateral for any Collateral then held in the Account.
("Substitute Collateral"). Pledgor shall be solely responsible for determining whether Collateral satisfies the terms of the Securities Loan Agreement and for all determinations of Market Value and Margin Percentage. Pledgor and Secured Party each agree that any transfers of Collateral pursuant to this section may be made free of payment as provided in Section 3 of this Article III. It is understood and agreed that Securities Intermediary shall not have any duty or responsibility whatsoever for determining whether any Collateral satisfies the terms of the Securities Loan Agreement or for determining the Market Value or Margin Percentage of any Collateral.

2. Notice of Exclusive Control.

A. Secured Party may, subject to terms of the Securities Loan Agreement, exercise sole and exclusive control of the Account and the Collateral held therein at any time by delivering to Securities Intermediary, with a copy to Pledgor, a Notice of Exclusive Control. Secured Party hereby covenants, for the benefit of Pledgor that Secured Party will not deliver to Securities Intermediary a Notice of Exclusive Control or originate entitlement orders concerning the Account or the Collateral, other than to instruct Securities Intermediary to deliver or otherwise transfer some or all of the Collateral to another account of, or as otherwise requested by, Pledgor, prior to an event of Default, as that term is defined in the Securities Loan Agreement.

B. Following receipt of a Notice of Exclusive Control from Secured Party, Securities Intermediary shall, without inquiry and in reliance upon such Notice of Exclusive Control, thereafter comply with Written Instructions (including entitlement orders) solely from Secured Party with respect to the Account. Securities Intermediary shall be authorized to provide Pledgor with a copy of the Notice of Exclusive Control as provided in Section 3 of Article V.

C. Any Notice of Exclusive Control (other than as specified below in Section 2(d) of this Article III) delivered by Secured Party shall be accompanied by an instruction to Securities Intermediary to transfer the Collateral to Secured Party as soon as practicable after a designated date and time (the "Specified Transfer Time"); provided that the Specified Transfer Time shall not be earlier than 9:00 a.m. (Eastern Time) on the second Business Day immediately following Securities Intermediary's receipt of such Notice of Exclusive Control from Secured Party. As soon as practicable following the Specified Transfer Time, Securities Intermediary shall, without inquiry and in reliance on the Notice of Exclusive Control transfer the Collateral pursuant to the Written Instructions of Secured Party set forth in the Notice of Exclusive Control.

D. In the event that Secured Party has issued a Notice of Exclusive Control that includes a statement in clear and unambiguous language that an Act of Insolvency has occurred with respect to Pledgor (an "Insolvency Notice of Exclusive Control"), then Securities Intermediary shall promptly following receipt of such Notice of Exclusive Control without inquiry and without regard to the time frame set forth in paragraph (c) above that is applicable with respect to Notices of Exclusive Control in general and in reliance upon such Insolvency Notice of Exclusive Control, transfer the Collateral in accordance with the transfer instructions contained in or accompanying such Insolvency Notice of Exclusive Control.

E. Securities Intermediary shall not have any obligation to verify that any statement or representation contained in a Notice of Exclusive Control is true and correct, including without limitation whether an Act of Insolvency or other event of Default has actually occurred.

3. Free Deliveries. Pledgor and Secured Party each acknowledge and agree that any transfer of Collateral in the form of a security or other asset which it makes or directs to or from the Account, including any transfer in connection with a substitution of Collateral pursuant to Section 1 of Article III, may be made free of payment (i.e., not against payment or other consideration).

www.interactivebrokers.com
4. Securities Intermediary shall transfer Collateral from the Account only in accordance with Sections 1 and 2 above and as specifically provided in Section 1 of Article V hereof.

5. **Notice of Adverse Claims.** Upon receipt of written notice of any lien, encumbrance or adverse claim against the Account or any portion of the Collateral carried therein (other than any lien, encumbrance or claim identified herein), Securities Intermediary shall use reasonable efforts to notify Secured Party and Pledgor as promptly as practicable under the circumstances.

6. **Priority of Securities Intermediary's Security Interest.** In order to secure the repayment of any advances made by Securities Intermediary in its discretion, from time to time to purchase, or to make payment on or against delivery of any asset to be held in the Account, Securities Intermediary shall have a continuing security interest in and right of setoff against the Account and the Collateral and the proceeds thereof, until such time as Securities Intermediary is repaid the amount of any such advances. Secured Party's security interest in and lien on the Account and the Collateral shall, solely to the extent of any such advances, be subordinate to Securities Intermediary's lien, security interest or right of set-off which it may have in or on the Account and the Collateral, whether hereunder or pursuant to law.

**ARTICLE IV**

**GENERAL TERMS AND CONDITIONS**

1. **Standard of Care; Indemnification.**

   A. Except as otherwise expressly provided herein, Securities Intermediary shall not be liable for any costs, expenses, damages, liabilities or claims, including attorneys' fees ("Losses") incurred by or asserted against Pledgor or Secured Party, except those Losses arising out of the breach of this Agreement by, or the gross negligence or willful misconduct of, Securities Intermediary. Securities Intermediary shall have no liability whatsoever for the action or inaction of any Depository. In no event shall Securities Intermediary be liable for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement.

   B. Secured Party and Pledgor agree, severally and not jointly, to indemnify Securities Intermediary and hold Securities Intermediary harmless from and against any and all Losses sustained or incurred by or asserted against Securities Intermediary by reason of or as a result of any action or inaction, or arising out of Securities Intermediary's performance hereunder, including reasonable fees and expenses of counsel incurred by Securities Intermediary in a successful defense of claims by Pledgor or Secured Party; provided, that Pledgor and Secured Party shall not indemnify Securities Intermediary for those Losses arising out of the breach of this Agreement by, or the gross negligence or willful misconduct of, Securities Intermediary. This indemnity shall be a continuing obligation of Pledgor and Secured Party, their respective successors and assigns, notwithstanding the termination of this Agreement.

   C. It is understood and agreed by Pledgor, Securities Intermediary and Secured Party that (i) this document shall constitute a separate agreement among Pledgor, Secured Party and Securities Intermediary, as if each Secured Party has executed a separate document naming only itself as the party to such separate agreement, and that no Secured Party shall have any liability under this document for the obligations of any other Secured Party and (ii) the Securities Loan Agreement shall constitute a separate agreement between Pledgor and each Secured Party individually, separately, and severally (not jointly).

2. **No Obligation Regarding Quality of Collateral.** Without limiting the generality of the foregoing, Securities Intermediary shall be under no obligation to inquire into, and shall not be liable for, any Losses incurred by Pledgor, Secured Party or any other person as a result of the receipt or acceptance of fraudulent, forged or invalid...
Collateral, or Collateral which otherwise is not freely transferable or deliverable without encumbrance in any relevant market.

3. **No Responsibility Concerning Securities Loan Agreement.** Pledgor and Secured Party hereby agree that, notwithstanding references to the Securities Loan Agreement in this Agreement, Securities Intermediary has no interest in, and no duty, responsibility or obligation with respect to, the Securities Loan Agreement (including without limitation, no duty, responsibility or obligation to monitor Pledgor's or Secured Party's compliance with the Securities Loan Agreement or to know the terms of the Securities Loan Agreement).

4. **No Duty of Oversight.** Securities Intermediary is not at any time under any duty to monitor the value of any Collateral in the Account or to determine whether the Collateral is of a type required to be held or eligible to be held in the Account, or to supervise the investment of, or to advise or make any recommendation for the purchase, sale, retention or disposition of any Collateral or to determine whether the aggregate value of the Collateral is sufficient to secure Pledgor's obligations under the Securities Loan Agreement.

5. **Advice of Counsel.** Securities Intermediary may, with respect to questions of law, obtain the advice of counsel and shall be fully protected with respect to anything done or omitted by it in good faith in conformity with such advice.

6. **No Collection Obligations.** Securities Intermediary shall be under no obligation to take action to collect any amount payable on Collateral in default, or if payment is refused after due demand and presentment.

7. **Fees.** Pledgor agrees to pay to Securities Intermediary the fees as may be agreed upon from time to time by Pledgor and Securities Intermediary.

8. **Effectiveness of Instructions; Reliance; Risk Acknowledgements; Additional Terms.**

   A. (a) Subject to the terms below, Securities Intermediary shall be entitled to rely upon any Written or Oral Instructions actually received by Securities Intermediary and reasonably believed by Securities Intermediary to be duly authorized and delivered.

   B. If Securities Intermediary receives Written Instructions which appear on their face to have been transmitted via (i) computer facsimile, email, the Internet or other insecure electronic method, or (ii) secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, Secured Party and Pledgor each understands and agrees that Securities Intermediary cannot determine the identity of the actual sender of such Written Instructions and that Securities Intermediary shall conclusively presume that such Written Instructions have been sent by an Authorized Person. Secured Party and Pledgor shall be responsible for ensuring that only its Authorized Persons transmit such Written Instructions to Securities Intermediary and that all of its Authorized Persons treat applicable user and authorization codes, passwords and/or authentication keys with extreme care.

9. **Account Disclosure.** Securities Intermediary is authorized to supply any information regarding the Account which is required by any law or governmental regulation now or hereafter in effect.

10. **Force Majeure.** Securities Intermediary shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority; governmental actions; inability to obtain labor, material, equipment or transportation.
11. Pricing Services. Securities Intermediary may, as an accommodation, provide pricing or other information services to Pledgor and/or Secured Party in connection with this Agreement. Securities Intermediary may utilize any vendor (including securities brokers and dealers) reasonably believed by it to be reliable to provide such information. Under no circumstances shall Securities Intermediary be liable for any loss, damage or expense suffered or incurred by Pledgor or Secured Party as a result of errors or omissions with respect to any pricing or other information utilized by Securities Intermediary hereunder.

12. No Implied Duties. Securities Intermediary shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement, and no covenant or obligation shall be implied against Securities Intermediary in connection with this Agreement.

ARTICLE V
MISCELLANEOUS

1. Termination.

A. This Agreement shall terminate upon (i) Securities Intermediary's receipt of a Notice of Exclusive Control given by Secured Party and subsequent transfer of all of the Collateral to Secured Party; or (ii) Securities Intermediary's receipt of Written Instructions from Pledgor that, pursuant to the terms of the Securities Loan Agreement, Pledgor is entitled to return of all of the Collateral held in the Account, and Pledgor's request to terminate this Agreement substantially in the form of Appendix III (a "Pledgor Termination Notice"), followed by Securities Intermediary's transfer of all of the Collateral from the Account to Pledgor as Pledgor may direct.

B. Priority of Notices:

i. In the event that Securities Intermediary receives a Notice of Exclusive Control (regardless of whether or not the Notice of Exclusive Control is an Insolvency Notice of Exclusive Control) from Secured Party and then subsequently receives a Pledgor Termination Notice from Pledgor, such Pledgor Termination Notice shall be disregarded and the Securities Intermediary shall comply with the terms of the Notice of Exclusive Control.

ii. In the event that Securities Intermediary receives a Pledgor Termination Notice and then subsequently receives a Notice of Exclusive Control (regardless of whether or not the Notice of Exclusive Control is an Insolvency Notice of Exclusive Control) from Secured Party, such Notice of Exclusive Control shall be disregarded and the Securities Intermediary shall comply with the terms of the Pledgor Termination Notice.

C. Except as otherwise provided herein, all obligations of the parties to each other hereunder shall cease upon termination of this Agreement.

2. Ambiguity. In the event of any ambiguity or uncertainty hereunder or in any Oral or Written Instructions, Securities Intermediary may, in its sole discretion, refrain from taking any action other than to retain possession of the Collateral, unless Securities Intermediary receives new or revised Oral or Written Instructions which eliminate such ambiguity or uncertainty.

3. Notices. At any time after the execution of this Agreement, all notices shall be delivered as follows:

A. Notices from Pledgor to Securities Intermediary or from Securities Intermediary to Pledgor shall be delivered electronically or as otherwise agreed between Pledgor and Securities Intermediary from time to time.
B. Notices from Secured Party to Securities Intermediary shall be delivered via email to ibkrss_saca_notices@ibkr.com, or as otherwise specified by Securities Intermediary from time to time.

C. Notices from Secured Party to Pledgor shall be delivered via email to syep_saca_notices@ibkr.com, or as otherwise specified by Pledgor from time to time.

4. Cumulative Rights; No Waiver. Each and every right granted to Securities Intermediary hereunder or under any other document delivered hereunder or in connection herewith, or allowed it by law or equity, shall be cumulative and may be exercised from time to time. No failure on the part of Securities Intermediary to exercise, and no delay in exercising, any right will operate as a waiver thereof, nor will any single or partial exercise by Securities Intermediary of any right preclude any other future exercise thereof or the exercise of any other right.

5. Severability; Amendments; Assignment. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected thereby. This Agreement may not be amended or modified in any manner except by a written agreement executed by the parties hereto; provided however that this Agreement may be amended or modified by written agreement of the Pledgor and Securities Intermediary upon thirty (30) days' prior written notice to Secured Party if such amendment or modification does not modify Secured Party's rights to exercise exclusive control over the Collateral or the Securities Intermediary's standard of care or obligations to Secured Party. This Agreement shall extend to and shall be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by any party without the written consent of the other parties; provided however that this Agreement may be assigned by Pledgor without consent to the extent that the Securities Loan Agreement may be assigned by Pledgor according to its terms without consent and Pledgor simultaneously assigns the Securities Loan Agreement and this Agreement to the same party.

6. Governing Law; Jurisdiction; Waiver of Immunity; Jury Trial Waiver. This Agreement and the Account shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. The law in force in the State of New York is applicable to all issues specified in Article 2(1) of the Hague Securities Convention. Secured Party, Pledgor and Securities Intermediary hereby consent to the jurisdiction of a state or federal court situated in New York City, New York in connection with any dispute arising hereunder. To the extent that in any jurisdiction Secured Party or Pledgor may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, Secured Party and Pledgor each irrevocably agrees not to claim, and hereby waives, such immunity. Secured Party, Pledgor and Securities Intermediary each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

7. No Third-Party Beneficiaries. In performing hereunder, Securities Intermediary is acting solely on behalf of Secured Party and Pledgor and no contractual or service relationship shall be deemed to be established hereby between Securities Intermediary and any other person.

8. Headings. Section headings are included in this Agreement for convenience only and shall have no substantive effect on its interpretation.

9. Execution; Counterparts. Except as otherwise provided in Article V, Section 5 above, this Agreement and any appendices and amendments thereof shall be valid, binding and enforceable against a party only when executed by an authorized individual on behalf of the party by means of (i) an electronic signature, (ii) an original, manual signature, or (iii) a faxed, scanned or photocopied manual signature. Each electronic signature, faxed, scanned or photocopied manual signature shall for all purposes have the same validity, legal effect and admissibility in evidence as an original manual signature and the parties hereby waive any objection to the contrary. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.
10. **USA PATRIOT ACT**, Pledgor and Secured Party hereby acknowledge that Securities Intermediary is subject to federal laws, including the Customer Identification Program (CIP) requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which Securities Intermediary must obtain, verify and record information that allows Securities Intermediary to identify each of Pledgor and Secured Party. Accordingly, prior to opening an Account hereunder Securities Intermediary will ask Pledgor and/or Secured Party to provide certain information including, but not limited to, Pledgor's and/or Secured Party's name, physical address, social security or tax identification number, organizational documents, certificate of good standing or other pertinent information that will help Securities Intermediary to identify and verify Secured Party's identity. Secured Party consents to Pledgor sharing such information about Secured Party with Securities Intermediary. Pledgor represents to Securities Intermediary that it has performed customer verification of Secured Party in accordance with applicable BSA/U.S. PATRIOT ACT requirements.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Secured Party, Pledgor and Securities Intermediary have caused this Agreement to be executed as of the day and year indicated below.

INTERACTIVE BROKERS LLC  
s/Interactive Brokers LLC  
IBKR SECURITIES SERVICES LLC  
s/IBKR Securities Services LLC

**APPENDIX I**

**COLLATERAL**

Collateral Type

» Cash (U.S. Dollars)

» U.S. Treasuries

**APPENDIX II**

**FORM OF NOTICE OF EXCLUSIVE CONTROL**

From: [SECURED PARTY] ("Secured Party")
To: IBKR Securities Services LLC ("Securities Intermediary")
Copy: Interactive Brokers LLC ("Pledgor")

**NOTICE OF EXCLUSIVE CONTROL**

We refer to the Securities Account Control Agreement by and among Securities Intermediary, Pledgor, and Secured Party dated [DATE] (the "Agreement"). Capitalized terms used herein shall have the meaning ascribed to them in the Agreement. This notice constitutes a Notice of Exclusive Control for the purposes of the Agreement. We hereby request Securities Intermediary to act solely upon our Written Instructions with respect to the Account in accordance with Article III Section 4 of the Agreement. We hereby instruct you pursuant to the terms of the Agreement that Secured Party is, as at the date of this Notice of Exclusive Control, exercising its rights to exercise sole and exclusive control over the Account. CHOOSE ONE OF THE BELOW [An Act of Insolvency has occurred with respect to the Pledgor and this Notice of Exclusive Control is an Insolvency Notice of Exclusive Control. Please distribute the Collateral held in the Account to us as soon as possible.] [This Notice of Exclusive Control is NOT an Insolvency Notice of Exclusive Control.}
Please distribute the Collateral held in the Account to us as soon as possible following 9:00 a.m. (Eastern Time) on the second Business Day immediately following your receipt of this Notice of Exclusive Control. Yours faithfully [Secured Party]

APPENDIX III

FORM OF TERMINATION NOTICE

From: Interactive Brokers LLC ("Pledgor")
To: IBKR Securities Services LLC ("Securities Intermediary")

TERMINATION NOTICE

We refer to the Securities Account Control Agreement by and among Securities Intermediary, Pledgor, and Secured Party dated _______________ (the "Agreement"). Capitalized terms used herein shall have the meaning ascribed to them in the Agreement.

This notice constitutes a Pledgor Termination Notice for the purposes of the Agreement. We hereby certify that pursuant to the terms of the Securities Loan Agreement, we are entitled to return of all of the Collateral held in the Account. Please deliver the Collateral to _________________________________.

Yours faithfully

Authorized Person

For and on behalf of Interactive Brokers LLC