

4236 | 11/01/2021

INTERACTIVE BROKERS' IMPACT APPLICATION INCENTIVE PROGRAM TERMS AND CONDITIONS

This Agreement governs the "IMPACT Application Incentive Program" (the "Program") offered by Interactive Brokers LLC ("IBKR"). The Program consists of multiple promotional offerings (each, a "Promotion" and collectively, the "Promotions"). Individuals deciding to participate in the Program (i) as an applicant; (ii) as a referring or referred person; and/or (iii) as a recipient of any cash payout or shares awarded under the Program ("Participants" or "you") must accept this Agreement. All references to dollar amounts are in U.S. dollars ("USD").

1. Introduction

Effective October 1, 2021 (the "Effective Date"), new IBKR clients who meet the Eligibility Requirements in Sections 3 and 4 below are eligible to receive one of the Promotions described below:

- Clients who list their email address on the waiting list before the IMPACT App's launch date (November 1, 2021) are eligible for one of the two "Free Cash Rewards" promotions.
- Clients who open new accounts via the IMPACT App are eligible for the "Amplify Your Impact" promotion through which they can get cash for referrals.
- Clients can also choose either the 'Impact Shares' promotion or the 'Plant a Tree' promotion when applying for an account through the IMPACT App. If you are an IBKR client referred to the Impact App under the "Amplify Your Impact" referral promotion, you are excluded from participating in either the "Impact Shares" or "Plant a Tree" promotions.

2. Changes to the Terms of the Program

IBKR may change the terms of the Program in its sole discretion, including for legal or commercial reasons. The current terms of the Program are specified on the IBKR public website and on the FAQ Page and such terms may be modified at any time.

3. Eligibility

The Program is only available to individuals who are legal U.S. Residents.

Participation in the Program is limited to persons who open an individual account with IBKR through the IMPACT App. Individuals who have funded an IBKR account in the past are ineligible for the Program.

The following types of accounts are not eligible for the Program:

- Financial Advisors, Hedge Funds, Introducing Brokers, or Proprietary Trading Firms are not eligible to participate in the Program.
- Tax-advantaged accounts are not eligible to participate in the Program. Shares and Cash Payments will not be awarded where IBKR has confirmed that local law or regulation prohibits such arrangements.
- Employees of IBKR are only eligible to participate in the "Plant a Tree" Promotion of the Program.

IBKR reserves the right to change the Program's eligibility requirements at any time.

Individuals meeting the above requirements are thereafter referred to as "Eligible Clients."

4. Promotion Details and Promotion-Specific Eligibility

To be eligible for the individual promotions in the Program, Eligible Clients must further satisfy the conditions associated with the respective Promotion detailed in this Section 4.

a. Pre-launch "Free Cash Rewards" Promotions

i. \$300 Free Cash Promotion

You will be eligible to receive a \$300 cash credit to your account if you are an Eligible Client and you:

- 1. Join the waitlist prior to Launch Date by clicking on the invitation link in the email that IBKR sends you;
- 2. Download the IMPACT App on Launch Date;
- 3. Fund your account and maintain a net deposit amount of \$10,000 (i.e., any cash deposits and position transfers into the account less any cash withdrawals and position transfers out of the account) 180 days after your initial deposit; and
- 4. Are among the first 2,000 users that meet the above three requirements.

We will credit your account on the 180th day or the following business day after you initially fund your account and maintain a net deposit amount of 10,000 as set forth in section 4(a)(i)(3) above. This promotion is capped at 2,000 users, a limit subject to change at IBKR's sole discretion.

If you are not among the first 2,000 users qualifying for this promotion at the end of the 180-day period but are one of the first 3,500 users qualifying for the \$150 cash promotion below, you may still qualify for \$150 free cash for your \$100.00 deposit. You will not be informed of whether you qualify for the \$300, \$150 or no promotion until after the 180th day after your initial deposit.

ii. \$150 Free Cash Promotion

You will be eligible to receive a \$150 cash credit to your account if you are an Eligible Client and you:

- 1. Join the waitlist prior to Launch Date by clicking on the invitation link in the email that IBKR sends you;
- 2. Download the IMPACT App on Launch Date;
- 3. Fund your account and maintain a net deposit amount of \$5,000 (i.e., any cash deposits and position transfers into the account less any cash withdrawals and position transfers out of the account) 180 days after your initial deposit; and
- 4. Are among the first 3,500 users that meet the above three requirements.

We will credit your account on the 180th day or the following business day after you initially fund your account with a minimum of \$5,000 and maintain a net deposit amount of \$5,000 as set forth in section 4(a) (ii)(3) above. This promotion is capped at 3,500 users, a limit subject to change at IBKR's sole discretion. You will not be informed of whether you qualify for this promotion until after the 180th day.

You are only eligible to receive one of the two cash rewards under this Promotion. The cash reward deposited by IBKR in your IMPACT App account is a fixed cash value and does not constitute stock or any other security, nor is it a recommendation to buy any specific stock or other security.

There is a limit of one cash credit per Eligible Client under the Pre-launch "Free Cash Rewards" Promotion.

b. "Amplify Your Impact" Referral Promotion

Eligible Clients who open new accounts via the IMPACT App after its launch can participate in the "Amplify Your Impact" Promotion to get cash for referrals.

You may refer a friend or family member to the IMPACT App and receive a \$30 credit to your IMPACT App account. To be eligible the referred person must make a deposit of at least \$1,000 in the first 30 days following referral. You will be credited if you and the referred person continue to maintain a net deposit amount of \$1,000 (i.e., any cash deposits and position transfers into the account less any cash withdrawals and position transfers out of the account) 180 days after the referred person's initial deposit. You may do this for up to 5 friends, and a total credit of \$150.

This promotion is capped at an aggregate maximum amount of \$500,000, subject to change at IBKR's sole discretion.

If you are an IBKR client referred to the Impact App under the "Amplify Your Impact" referral promotion, you are excluded from participating in either the "Impact Shares" or "Plant a Tree" promotions.

Referring clients are prohibited from acting as broker or dealer, as defined by U.S. securities regulation, and from having any involvement with the referrer clients' IBKR accounts beyond the initial referral. By participating in the Program, the referring client acknowledges and agrees that referring client will not have any involvement with a referred client's IBKR account after the initial referral. Specifically, the referring client agrees not to do any of the following:

- 1. Help set up the referred client's account;
- 2. Train referred clients to use IBKR's trading platform, solicit or pace orders or have any other ongoing involvement in the referred client's trading of their IBKR account;
- 3. Act as financial advisor or hold power of attorney or discretionary trading authority over a referred client's account;
- 4. Act as a point of contact between the referred client and IBKR;
- 5. Distribute advertising or marketing materials about IBKR without IBKR's written consent; or
- 6. Hold itself out as an employee or agent of IBKR.

c. Post-Launch Date Promotions

When applying to open a new account through the IMPACT App after the launch date, clients will also be able to select one of two additional reward options. Once you select either of these promotions in the IMPACT App, you cannot change your selection.

If you are an IBKR client referred to the Impact App under the "Amplify Your Impact" referral promotion, you are excluded from participating in either the "Impact Shares" or "Plant a Tree" promotions discussed in this section.

i. "Impact Shares" Promotion

Under the "Impact Shares Promotion," eligible accounts will receive \$1 worth of Class A common stock of Interactive Brokers Group, Inc. ("Shares") for each \$100 (or its equivalent in another currency) in net deposits of cash to their account during the first six months following the date of their first deposit (award date).

The maximum value of the shares that may be awarded to each client is \$1,000. The vesting period is six months after the award date. We will credit your account on the 180th day or the following business day after you fund your account.

ii. "Plant a Tree" Promotion

For every \$1,000 in net deposits that you maintain in your account for a minimum of 180 business days, we will have a nonprofit organization plant 25 trees.

This promotion is capped at 30,000 users with an aggregate maximum dollar amount of \$900,000, both limits subject to change at IBKR's sole discretion.

Additional information on the organization we partner with on this promotion and the main areas in need of tree planting is available here: <u>https://onetreeplanted.org/collections/where-we-plant</u>

5. Exclusions

This Program is not valid with any other offers and is non-transferrable. IBKR reserves the right to terminate this Program at any time; to limit the amount of account bonuses you are eligible to receive; and to refuse or recover any promotion award if IBKR determines that it was obtained under wrongful or fraudulent circumstances, that inaccurate or incomplete information was provided, or that any terms of any agreement between you and IBKR have been violated. Accounts established in order to improperly exploit, abuse or undermine the Program (as solely determined by IBKR) are not eligible to participate in the Program.

6. Responsibility for Taxes.

Participants are responsible for all tax payment and reporting obligations that arise as a result of participating in the Program, including any cash rewards received, the grant, vesting, settlement or ownership of shares, the subsequent sale or other disposition of any shares ("Tax-Related Items"). IBKR is not liable or responsible for any taxes with regard to the Tax-Related Items.

7. Electronic Delivery and Acceptance.

Participants in the Program consent to receive all records and documentation related to the Program by electronic means as provided in the IBKR Client Agreement associated with their Account as amended or updated from time to time.

8. Data Privacy.

You acknowledge and consent to the collection, use, processing and transfer of personal data as described in IBG Privacy Statement, which can be found here, and the customer agreement associated with your IBKR account as amended or updated from time to time.

9. Other Restrictions.

IBKR may amend or terminate this Agreement with or without prior notice to you as it deems necessary, desirable or appropriate. IBKR reserves the right to close the Program to new Participants at any time.

10. Entire Agreement.

Your rights hereunder are subject to the terms of this Agreement. You agree to be bound by the terms of this Agreement, and acknowledge having read and understood this Agreement. This Agreement constitutes the entire agreement and supersedes all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. No waiver shall operate as or be construed to be a subsequent waiver of the same provision or a waiver of any other provision hereof.

11. Section Headings.

The section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

12. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflict of law principles thereunder. In all judicial actions, arbitrations or dispute resolution methods, Participants waive any right to punitive damages.

13. Mandatory Arbitration; Waiver of Jury Trial.

The dispute resolution procedures in the IBKR Client Agreement associated with your IBKR account as amended or updated from time to time apply mutatis mutandis to this Agreement. This means any dispute, controversy or claim between you and us, arising out of or relating to or concerning this Agreement, shall be finally settled through mandatory arbitration and Program participants waive any right to a jury trial. By electronically indicated acceptance of this Agreement, or by participating in the Program, you acknowledge this Agreement contains (by incorporation) a pre-dispute arbitration clause and that they have received, read and understood the terms thereof.

14. Severability.

The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

15. Imposition of Other Requirements; Regulatory Requirements.

We may require you to provide such other assurances and representations to us as we may deem necessary or desirable to assure compliance with all applicable legal and accounting requirements. We may take such additional actions as are necessary to comply with any legal requirement and you agree to cooperate with the same. Neither receipt of cash rewards, shares or other benefits under the Program nor any communications related to the Program constitutes a solicitation of shares or a recommendation to buy, sell, or hold shares.