



## **MCB Banking Services Supplement to Interactive Brokers LLC Customer Agreement**

This Supplement (the "Supplement") to the Interactive Brokers LLC Customer Agreement is made between Customer and Interactive Brokers LLC ("IB") and sets forth the conditions under which IB agrees to permit customers to obtain an Interactive Brokers Debit Mastercard and to allow such cardholding customer ("Customer") to participate in the various banking services set forth below ("Banking Services") offered by Metropolitan Commercial Bank ("MCB" or "Bank") to Customer as part of the card program. Customer agrees to be legally bound by the terms and conditions set forth in this Supplement. This Supplement is solely between IB and Customer, and nothing in this Supplement shall amend, supplement, vary, or otherwise change or replace the terms and conditions governing the relationship between MCB and Customer, as set forth in the various agreements between MCB and Customer in connection with the Banking Services ("Card Program Agreement(s)").

Customer understands and agrees that Customer continues to remain bound by the terms and conditions of the Interactive Brokers LLC Customer Agreement (as amended from time to time, the "Customer Agreement") which governs Customer's securities brokerage account at IB ("Brokerage Account"), of which this Supplement forms a part (such Customer Agreement, together with this Supplement and any other supplements, annexes, schedules or exhibits, the "Agreement"), and that all terms and conditions in the Customer Agreement, including, without limitation, the "Mandatory Arbitration" provision thereof, shall also govern the relationship between IB and Customer with regard to any services in connection with the Banking Services and any other service, transaction or relationship contemplated by this Supplement. Unless otherwise defined, capitalized terms used but not defined in this Supplement shall have the meanings assigned in the Customer Agreement.

### 1. **Definitions:** As used in this Supplement:

- A. "You" shall mean the IB Customer who participates in the Banking Services.
- B. "We" or "us" shall mean IB.
- C. "Payment Account(s)" means your beneficial interest in the pooled deposit account(s) at MCB held by IB on behalf of its customers in connection with the respective Banking Services. You instruct us to link your Brokerage Account to your Payment Account(s) and to automatically fund your Payment Account(s) as needed to settle transactions made using the Banking Services. As a result, and for your convenience, any credits, charges or withdrawals posted to your Payment Account(s) will be reflected as identical credits, charges or withdrawals to your Brokerage Account. Your Brokerage Account will automatically fund the Payment Account(s) from available cash balances in your Brokerage Account (the "Available Cash Balance"). In addition, if your Brokerage Account is a margin account, your Brokerage Account will automatically fund your Payment Account(s) (to the extent that you do not have an Available Cash Balance) by incurring a new margin debit in your Brokerage Account, up to your cash withdrawal limit, pursuant to the terms of your Customer Agreement (the "Margin Spending Limit" and as added to your Available Cash Balance, your "Spending Power").

2. **General Features of the Banking Services:** The Banking Services currently being offered are (1) the Interactive Brokers Debit Mastercard; and (2) the Bill Pay Service. You must be an Interactive Brokers Debit Mastercard cardholder in order to request participation and enrollment in any of the other Banking Services. Grant or denial of such request will be in the sole discretion of IB. Any additional Banking Services are subject to MCB's prior review and written approval.

**A. Interactive Brokers Debit Mastercard**

The Interactive Brokers Debit Mastercard ("Card") allows you to make charges in, and withdraw cash from, your Payment Account. You may request an additional Card ("Supplementary Card") to allow another person to make withdrawals from and incur charges to your Payment Account, subject to applicable identification verification requirements. If you permit another person to have access to your Card or Card Number (the 16-digit number on your Card), or to receive a Supplementary Card, you are wholly responsible for such person's use of any such Card according to the terms and conditions set forth in this Agreement and the applicable Card Program Agreement.

**B. Bill Pay Service**

The Bill Pay Service allows you to direct MCB via its independent technology provider to make payments ("Bill Payments") from your Payment Account to third-parties designated by you ("Payees") in advance.

3. **Available to Withdraw:** Your Spending Power may fluctuate from day to day because it is dependent upon changes in the Available Cash Balance (and, in the case of margin accounts, available Margin Spending Limit) in your Brokerage Account. Shortly after IB is notified of a transaction, your Spending Power is reduced. You promise not to make a transaction (such as making a purchase with your Card, withdrawing cash at an ATM, or scheduling a payment to a Payee) that exceeds your Spending Power. If you attempt to make a transaction that will exceed your Spending Power, the transaction will normally be declined. If, for any reason, such transaction is not declined, you agree to be responsible for such transaction to the full extent permitted under the applicable Card Program Agreement(s).
4. **Payment for Transactions:** On a daily basis, IB will receive notice of the transactions on your Payment Account(s). Funds will automatically be withdrawn from your Brokerage Account and deposited into the Bank Deposit Sweep Program (the "Sweep Program") at MCB (refer to the section below titled "Bank Deposit Sweep Program" for more information) to satisfy the debits made in your Payment Account(s) (whether with your Card or as Bill Payments) that are settling that day. IB will make deposits to the Sweep Program on your behalf on each Business Day (Monday through Friday, excluding federal and legal banking holidays in the State of New York) that IB receives notice of settling transactions. You authorize IB to charge your Brokerage Account in order to fund your Payment Account(s) in order to pay for transactions that you make. Each transaction shall be considered to be your direction to us to charge your Brokerage Account in order to fund your Payment Account(s). When you make a payment using the Banking Services, the charge or reduction to your Spending Power generally occurs immediately. You understand that Authorizations, transactions in which you authorize others to place a hold on your Spending Power to ensure future payment, will reduce your Spending Power by the amount of the Authorization even if the Authorization does not result in a transaction. Note that an Authorization will reduce your Spending Power until the transaction is completed in whole or in part, or if it is not completed, after the expiration of a time period specified by us.
5. **Payment of Items:** All transactions made using the Banking Services will be accumulated daily, and charged to your Brokerage Account in any order we may choose. We will debit your Brokerage Account in the transaction amount on the day a transaction settles, including any fees or other charges associated with the transaction. If you do not have a sufficient Available Cash Balance at the time a

transaction settles, we will settle the transaction by increasing your current margin debit (if any). You understand that margin transactions carry substantially increased risk, including the risk that we will be obligated to liquidate your Brokerage Account in part or whole if your Brokerage Account falls below its minimum maintenance margin level, and that you will be charged interest on any margin debit you incur. You understand that IB generally will not issue margin calls in connection with margin deficiencies and that you may not be able to transfer funds into your Brokerage Account quickly enough to prevent liquidation in the event that your Brokerage Account falls below maintenance margin requirements on either an intraday or overnight basis. **Please read the section of your Customer Agreement titled "Margin" for more details about the risks of margin trading and IB's policies in connection with margin deficits, margin calls, and liquidation.**

6. **Loss, Theft or Unauthorized Transaction:** You should tell us AT ONCE (by calling 1-866-532-4654) if you believe your Card or any of your credentials relating to the Banking Services have been lost or stolen or if you believe an unauthorized person may know the personal identification number ("PIN") associated with your Card. Similarly, tell us, as agent for MCB, if you believe any unauthorized transactions have been made in your Payment Account(s). The Card Program Agreement(s) set your rights and obligations with respect to your participation in the Banking Services, including your liability for unauthorized transactions.
7. **Bank Deposit Sweep Program:** As a condition of participating in the Banking Services, you agree to participate in our bank deposit Sweep Program with MCB. By (1) agreeing to this Supplement and (2) enrolling in one or more of the Banking Services described in paragraph 2 of this Supplement, your Brokerage Account is automatically enrolled in the Sweep Program. For purposes of administering the Sweep Program, you appoint us as your authorized agent and custodian and acknowledge and agree that we may engage third parties (including affiliates) to act on our behalf or on your behalf with respect to the Banking Services. Currently, no bank will accept any instructions concerning your cash on deposit with MCB, the destination bank, unless such instructions are transmitted by us.

Cash is deposited from your Brokerage Account into the Sweep Program solely for the purpose of settling debits in your Payment Account(s). Cash deposited in the Sweep Program will generally only remain in the Sweep Program intraday. The Sweep Program is not intended to be an interest-bearing service, but to solely function as a means for settling debit entries in your Payment Account(s). Cash transferred from your Brokerage Account to your Payment Account(s), while it is deposited with MCB is a bank deposit and such deposit is solely the obligation of MCB and not us. We act only as agent and custodian for your deposit and you are the depositor. The cash deposited in your Payment Account(s) in connection with the Banking Services will be used by MCB to settle Banking Service transactions which you have authorized, as well as to pay any applicable fees as specified in the applicable Card Program Agreement(s). We inform you as of the end of each calendar month as part of your Brokerage Account statement the amount of cash MCB holds on deposit on your behalf in your Payment Account (s) as a result of your participation in the Sweep Program.

MCB is the depository institution duly chartered under New York state law, the deposits of which are insured by the FDIC. We are a broker-dealer registered with the U.S. Securities and Exchange Commission ("SEC") and a member of the Financial Industry Regulatory Authority, Inc. ("FINRA"). We are not a bank. All cash in your Payment Account(s) under the Sweep Program is deposited in an FDIC-insured account at MCB. Any cash in your Payment Account(s) on deposit with MCB is not covered by the Securities Investor Protection Corporation (SIPC) protection applicable to your Brokerage Account.

With prior notice to you and, if then required by applicable law or regulation, with your consent, we can change the features or products that are included in the Sweep Program to include any legally permissible deposit account or instrument or we can terminate any or all of the products in the Sweep Program and hold some or all of your cash only as a positive cash balance in your Brokerage Account.

We may in our sole discretion, for any reason we deem appropriate and without prior notice, restrict participation of your Brokerage Account in the Sweep Program or decline to permit your Brokerage Account from participating in the Sweep Program at any time on a going forward basis. You understand that if we do so, this will generally result in a termination of your privileges relating to the Banking Services and of any other services contemplated by this Supplement.

8. **Account Statements:** IB will send you a Brokerage Account statement every month in which a transaction was made. In any case, you will get a Brokerage Account statement at least quarterly. Daily Activity Statements will generally be available for your Brokerage Account on the next Business Day, and will reflect pending as well as settled Banking Service transactions. MCB will not send you a separate periodic statement. You should review your statement and receipts carefully, and promptly notify us of any discrepancy between your records and what is reflected on your statement.
9. **Authorization to Share Information With Third Parties:** We will not reveal any information to third parties about your Brokerage Account or any transaction information we receive from MCB, as provided in your Card Program Agreement(s), EXCEPT: (1) you hereby authorize us to share information concerning your transactions with our affiliates and agents for the purpose of servicing your participation in the Banking Services; (2) where it is necessary for completing your transactions or providing you other services; (3) to other persons and entities in order to resolve disputes arising from transactions; or (4) in any other circumstances contemplated by our Privacy Policy, as furnished to you separately and updated or amended from time to time by us.
10. **Nature of Obligations:** The obligations of IB as they relate to the Banking Services are set forth in this Supplement. The Card Program Agreement(s) set forth MCB's obligations as well as your obligations in connection with your participation in the Banking Services. IB is not liable for the obligations of MCB, nor is MCB liable for the obligations of IB.
11. **Other Terms:** Participation and continued enrollment in the Banking Services are subject to all terms of the Card Program Agreement(s). We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any applicable rule, law, or regulation of any regulatory agency, whether local, state, federal, securities SRO or otherwise, the validity or enforceability of any other provision of this Agreement shall not be affected.
12. **Notices:** Notices and other communications relating to your Brokerage Account in connection with your use of the Banking Services (including, without limitation, communications relating to your Spending Power) will be provided electronically in accordance with your Customer Agreement.
13. **Termination of the Banking Services:** IB or you may terminate the services contemplated under this Supplement, including the use of Cards, at any time. You shall remain responsible for authorized charges that arise before or after termination of any of the Banking Services. In the event of termination for whatever reason, you shall promptly destroy all property relating to the Banking Services, including, but not limited to, Cards.
14. **Disputes Involving Your Account:** This Supplement shall be treated for all purposes as forming a part of the Customer Agreement. Any dispute between you and IB, arising from any of the services contemplated by this Supplement, shall be governed by the pre-dispute mandatory arbitration provision of the Customer Agreement. The Card Program Agreement(s) may contain different dispute resolution provisions, which may apply to disputes between you and MCB and other parties covered by that agreement but do not apply to disputes between you and IB.

**THE CUSTOMER AGREEMENT, WHICH THIS SUPPLEMENT FORMS A PART OF, CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN PARAGRAPH 33 ON PAGES 9-10. BY SIGNING THIS SUPPLEMENT, I ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AND THAT I HAVE RECEIVED, READ AND UNDERSTOOD THE TERMS THEREOF.**