



Supplement to Interactive Brokers LLC Client Agreement in Connection with Trading Digital Assets with Paxos Trust Company Through IB's Platform

1. General:

This supplement ("Supplement") to the Interactive Brokers LLC Client Agreement (as amended from time to time, the "Client Agreement") is made between Client and Interactive Brokers LLC ("IB") and sets forth the terms under which IB agrees (i) to allow Client to access digital asset trading and custody services (the "Crypto Services") in an account in Client's name (the "Paxos Account") at Paxos Trust Company ("Paxos") through IB's electronic trading platform and (ii) to provide certain cashiering services in connection with the settlement of transactions undertaken by Client using the Crypto Services.

Client agrees to be legally bound by the terms and conditions set forth in this Supplement. Client understands and agrees that Client continues to remain bound by the terms and conditions of the Client Agreement which governs Client's securities brokerage account at IB ("Brokerage Account") and commodities account at IB (together with the Brokerage Account, "IB Accounts"), of which this Supplement forms a part (such Client Agreement, together with this Supplement and any other supplements, annexes, schedules or exhibits, the "Agreement"), and that all terms and conditions in the Client Agreement, including, without limitation, the "Mandatory Arbitration" provision thereof, shall also govern the relationship between IB and Client with regard to any services contemplated by this Supplement.

2. Cryptocurrency / Digital Asset Brokerage and Custody Services Provided Solely by Paxos Trust Company; No Recourse to IB for Losses in Paxos Account:

IB agrees to provide Client access to the Crypto Services solely as an ancillary service to the securities execution and custody services contemplated by the Client Agreement. The Client understands and agrees that the Crypto Services are provided solely by Paxos and not by IB. Paxos provides the Crypto Services pursuant to Paxos' Exchange Terms and Conditions between Client and Paxos, to which Client has separately agreed. No order to trade a digital asset is accepted until it is accepted by Paxos.

Client acknowledges and agrees that IB is not responsible for any trading or other losses (including, without limitation, losses due to theft, fraud, cybersecurity breach, loss of control of private keys, or any other loss arising from trading, transferring, or holding digital assets with Paxos) resulting directly or indirectly from or in connection with Client's relationship with Paxos and/ or Client's trading, transferring or holding of digital assets, including activity or holdings in the Paxos Account.

3. Trade Funding Requirements; Cash Management Options; Full Funding Requirement for Orders to Purchase Digital Assets

Client shall designate either its Brokerage Account or Paxos Account (but not both) as the source of funds for payment of orders to purchase digital assets ("Payment Source Account"). Client shall not use the IB platform to enter orders to purchase digital assets for an amount (including commissions) greater than the cash available in their selected Payment Source Account. Any order for trade value (including commissions) exceeding the cash available in Client's Payment Source Account is subject to rejection. Notwithstanding the above, if Client places an order with Paxos to purchase digital assets for trade value (including commissions) in excess of the cash available in Client's Payment Source Account and such order is not rejected, Client acknowledges and agrees that Client is fully liable for the full amount of such order.

IB reserves the right to set limits on (i) the total assets in Client's Paxos Account and/or (ii) the balance of Crypto Assets in Client's Paxos Account, and to reject Client instructions that would result in exceeding such limits.

4. Payment Source Account; Cash Management Options; Trading Requirements

Client must designate one of the options below as its Payment Source Account and conduct transactions in Crypto Assets in accordance with the designated option:

A. IB Brokerage Account (Automatic Cash Movement by IB; Limited Available Crypto Assets)

If Client designates its Brokerage Account as its Payment Source Account, Client may enter orders to purchase digital assets for an amount (including commissions) not greater than the withdrawal limit (subject to any limitations on cash withdrawals under Regulation T and/or IB house initial margin requirements) in Client's Brokerage Account as of the time of the order (the "Cash Withdrawal Limit"). The following terms apply if Client designates its IB Brokerage Account as its Payment Source Account:

- i. **Available Crypto Assets.** Client may purchase and trade Bitcoin (BTC), Ethereum (ETH), Litecoin (LTC), and Bitcoin Cash (BCH) (collectively, the "Platform Assets").
- ii. **Automatic Cash Movement By IB; Authority to Transfer Funds Between Brokerage Account and Paxos Account in Connection with Client Trading in the Paxos Account.** Client hereby authorizes and instructs IB to make payment (the "Transfer Instructions") to Paxos on Client's behalf for any executed purchase of digital assets (including both the cost of the digital assets and the commission charged by Paxos) arising from any order Client has placed with Paxos through the IB platform. Such payment will be treated as a withdrawal of funds from Client's Brokerage Account and corresponding deposit of funds to Client's Paxos Account. Client hereby authorizes and instructs IB to sweep to Client's Brokerage Account any proceeds (net of commission) in Client's Paxos Account resulting from the sale of digital assets. Such sweep will be treated as a withdrawal of funds from Client's Paxos Account and corresponding deposit of funds in Client's Brokerage Account.
- iii. **Limited Trading Hours.** Client understands and acknowledges that digital assets generally trade 24/7, and their prices may change dramatically over the weekend, but that the IB Platform does not provide 24/7 access to trading at Paxos, and that this may expose Client to additional risk of loss on Client's digital asset positions, or to loss of trading opportunities that might have been profitable, as a result of IB platform downtime, scheduled or otherwise. **In addition to the waivers in Section 2 above, Client agrees to waive any claim against IB for compensation as a result of either losses in value of Client's position or loss of trading opportunities in digital assets resulting from IB platform downtime and/or the inability to place orders with Paxos at certain times, or in the event that a Client Conditional Order (as defined in Section 8 below) is submitted to Paxos substantially after the occurrence of the triggering condition for that Conditional Order or not at all.**

Please see the *Risk Disclosure for Trading Digital Assets with Paxos Trust Company Through IB's Platform* for more information.

B. Paxos Account (Manual Cash Movement by Client; All Paxos-supported Crypto Assets Available)

If Client designates its Paxos Account as its Payment Source Account, Client may enter orders to purchase digital assets for an amount (including commissions) not greater than the amount of cash in Client's Paxos Account at the time of the order. Clients that designate their Paxos Account as their Payment Source Account may enter orders for Crypto Assets at any time the Paxos Web App is available. The following terms apply if Client designates its Paxos Account as its Payment Source Account:

- i. **Available Crypto Assets.** In addition to the Platform Assets, Client may purchase crypto assets that Paxos makes available on its provided web app accessed via the Site located at ibkr.paxosclients.com (the "Paxos Web App" or "Web App") but which IB may not make available for trading through IB's platform.
- ii. **Manual Cash Movement By Client.** Before entering orders to purchase digital assets, Client's Paxos Account must hold sufficient cash to cover the entire amount of the transaction (including commissions). Client is solely responsible for directing cash between Client's Paxos Account and Client's Brokerage Account. **All transfers of funds to and from Paxos must be instructed during regular banking hours (from 8 am to 4 pm New York City time) to be effective the day instructed.**
- iii. **Orders for Certain Crypto Assets Must Be Entered Through the Paxos Web App.** Client must utilize the Paxos Web App to enter buy and sell orders for crypto assets other than the Platform Assets. Clients may enter buy and sell orders for the Platform Assets through either the Web App or the IB Platform.

5. No Margin Value; No Lien:

Assets (whether digital or cash) in Client's Paxos Account will not be assigned any margin value for purposes of determining Client's IB Accounts' compliance with either securities or commodities margin requirements. Client must ensure that the equity in Client's IB Accounts is sufficient at all times to meet any margin requirements on Client's IB Accounts without regard to any assets in Client's Paxos Account.

Notwithstanding any other provision of the Agreement, IB shall have no lien or security interest over the assets held in Client's Paxos Account.

6. Fraudulent Transfers

A. Definitions

- i. **Fraudulent Transfer:** For the purposes of this Agreement, a "Fraudulent Transfer" shall mean any revocable transfer of funds or securities into the Brokerage Account (including, without limitation, ACH deposits and transfers via the Automated Customer Account Transfer Service ("ACATS")) which is subsequently revoked.
- ii. **Fraudulently Purchased Digital Assets:** For the purposes of this Agreement, a "Fraudulently Purchased Digital Asset" shall mean any digital asset purchased in the Client's Paxos Account by means of funds derived from or traceable to a Fraudulent Transfer, or which could not otherwise have been purchased but-for a Fraudulent Transfer.

B. Client hereby irrevocably authorizes and instructs IB to liquidate any Fraudulently Purchased Digital Assets and to transfer the cash proceeds thereof (and any other cash balance in the Client's Paxos Account funded by or resulting from a Fraudulent Transfer) to Client's Brokerage Account.

C. Nothing in this paragraph shall be construed to place any lien on behalf of IB or Paxos on the assets in the Client's Paxos Account or to authorize any liquidation of assets in the Paxos Account solely by reason of a margin deficiency or debt in the Client's Brokerage Account.

7. Assets in Custody of Paxos Not Subject to Customer Protection Rule or SIPC Protection:

Client understands that once funds are transferred from Client's Brokerage Account to the Paxos Account, the funds are subject to the control of Paxos and in the custody of Paxos and not of IB.

Client further understands that Client's assets held in the Paxos Account, including any digital assets or any fiat currency funds, will not benefit from the protections of the Customer Protection Rule (Rule 15c3-3) under the U.S. Securities Exchange Act of 1934 or the insurance protections of the Securities Investor Protection Act (SIPA) which apply to Client's Brokerage Account.

8. Withdrawals and Transfers; No Liability.

Paxos may make available to Client the ability to make withdrawals-in-kind of digital assets from Client's Paxos Account, either via the Paxos Web App or otherwise. Client is responsible for verifying the accuracy and completeness of all transaction information and instructions in connection with any withdrawal or transfer of digital assets, including but not limited to the destination address, type, and amount of digital assets. Client understands and agrees that IB has no liability or responsibility in the event that: (1) Client provides incorrect transaction information; (2) Client attempts to transfer digital assets that are not supported by Paxos and/or the destination address; (3) Paxos makes any error in processing a transfer; or (4) a transfer is rejected for processing for any reason.

Client further understands and agrees that digital asset transfers (even when in a pending state) cannot be reversed once they have been broadcast to the relevant blockchain network or communicated to the relevant exchange. Additionally, transfers between your Paxos Account and other accounts you hold at Paxos cannot be reversed once Paxos receives the applicable instruction.

9. Conditional Orders:

In certain instances, IB permits clients to create orders in Platform Assets which are to be submitted only upon the occurrence of some future event ("Conditional Orders"), which event may or may not occur. Examples of such orders include, without limitation, "Good After Time" orders and orders that are only to be submitted upon a certain index value or asset price threshold being crossed.

Client hereby acknowledges and agrees that when Client enters a Conditional Order, it is requesting that IB, acting as a platform provider to Paxos, submit an order to Paxos with the specified terms **only upon the occurrence of the specified event, and that such order is not accepted until submitted to Paxos by IB and accepted by Paxos.**

Client acknowledges that, as set forth above, IB's platform does not operate 24/7, and that the triggering event Client has specified for any Conditional Order may occur during IB platform downtime, and that accordingly, Client's Conditional Order may not be submitted until substantially after the occurrence of the triggering condition, or may not be submitted at all.

THE CLIENT AGREEMENT, WHICH THIS SUPPLEMENT FORMS A PART OF, CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN PARAGRAPH 54. BY SIGNING THIS SUPPLEMENT, CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AND THAT CUSTOMER HAS RECEIVED, READ AND UNDERSTOOD THE TERMS THEREOF.

Please see the *Risk Disclosure for Trading Digital Assets with Paxos Trust Company Through IB's Platform* for more information.