



Interactive Brokers Canada Inc.'s IMPACT Application Incentive Program Terms and Conditions

This Agreement governs the "IMPACT Application Incentive Program" (the "Program") offered by Interactive Brokers Canada Inc. ("IBCA"). 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 ("Participants" or "you") must accept this Agreement. All references in this Agreement to dollar amounts are in U.S. dollars ("USD").

1. Introduction

Effective December 1, 2021 (the "Effective Date"), and subject to compliance with the Eligibility Requirements in Sections 3 and 4 below, each person who opens one or more new accounts with IBCA via the IMPACT App: is eligible for the "Amplify Your Impact" promotion through which he or she or they [or the person] can get cash for referrals, and can choose the 'Plant a Tree' promotion.

Any person referred to the IMPACT App under the "Amplify Your Impact" referral promotion (each a Referred Client), is excluded from participating in the "Plant a Tree" promotion.

Where the base currency of an account held by a person claiming under any of these promotions is not the USD currency, then IBCA will pay the equivalent amount in the relevant account's base currency.

Cash payments will not be awarded pursuant to this agreement where IBCA has confirmed that local law or regulation prohibits such arrangements.

2. Changes to the Terms of the Program

IBCA 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 IBCA IMPACT public website and on the FAQ Page and such terms may be modified at any time.

Participation in the Program is limited to persons who open an individual account with IBCA through the IMPACT App. Individuals meeting the above requirements are thereafter referred to as "Eligible Clients." Any individual who has funded an account with either IBCA or an entity in the Interactive Brokers Group (IBG) in the past is ineligible for the Program. The following types of accounts are not eligible for the Program:

3. Eligibility

- » 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.

4. Promotion Details and Promotion-Specific Eligibility

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

a. "Amplify Your Impact" Referral Promotion

As an Eligible Client you may refer up to 5 friends or family members to the IMPACT App and receive a \$30 credit to your IMPACT App account up to a maximum credit of \$150 once the following conditions are met:

- a) you maintain a net deposit of at least \$1,000 (i.e., any cash deposits and position transfers into the account less any cash withdrawals and position transfers out of the account) for 180 days after the date of the referred person's initial deposit;
- b) the referred person makes a deposit of at least \$1,000 in the first 30 days following referral and maintains a net deposit of at least \$1,000 for 180 days after the date of that initial deposit; and
- c) the promotion cap has not yet been reached (this promotion is capped at an internally determined aggregate maximum dollar amount, subject to change at IBCA's sole discretion).

If you refer a person under the "Amplify Your Impact" referral promotion, you are prohibited from acting as broker or dealer, as defined by applicable law, and from having any involvement with the Referred Clients' IBCA IMPACT accounts beyond the initial

referral. By participating in the Program, you acknowledge and agree that you will not have any involvement with the IBCA account of a Referred Client after the initial referral. Specifically, you agree not to do any of the following:

- 1. Help set up the Referred Client's account;
- 2. Train Referred Clients to use IBCA's trading platform, solicit or place orders or have any other ongoing involvement in the Referred Client's trading of their IBCA 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 IBCA;
- 5. Distribute advertising or marketing materials about IBCA without IBCA's written consent; or
- 6. Hold yourself out as an employee or agent of IBCA or IBG.

b. One Additional Promotion

When applying to open a new account through the IMPACT App, you will also be able to select this additional reward option.Â

i. "Plant a Tree" Promotion

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

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

5. Exclusions

This Program is not valid with any other offers and is non-transferrable. IBCA 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 IBCA 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 IBCA have been violated. Persons who establish accounts to improperly exploit, abuse or undermine the Program (as solely determined by IBCA) 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. IBCA is not liable or responsible for any taxes regarding the cash rewards received.

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 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 account as amended or updated from time to time.

9. Other Restrictions.

IBCA may amend or terminate this Agreement with or without prior notice to you as it deems necessary, desirable or appropriate. IBCA 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 Canada 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. Dispute Resolution .

The dispute resolution procedures in the IBCA Client Agreement associated with your IBCA account as amended or updated from time to time apply mutatis mutandis to this Agreement.

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.