



# Interactive Brokers Ireland Limited's IMPACT Application Incentive Programme Terms and Conditions

This Agreement governs the "IMPACT Application Incentive Programme" (the "Programme") offered by Interactive Brokers Ireland Limited (âIBIEâ). The Programme consists of multiple promotional offerings (each, a "Promotion" and collectively, the "Promotions"). Individuals deciding to participate in the Programme (i) as an applicant; (ii) as a referring or referred person; and/or (iii) as a recipient of shares awarded under the Programme ("Participants") must accept this Agreement.

IBIE may utilise the services of another Interactive Brokers entity (an âIBKR Affiliateâ) to deliver on its obligations under the programme.

All references 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 IBIE via the IMPACT App: is eligible for the "Amplify Your Impact" Promotion through which they can get cash for referrals, and/or can choose either the 'Impact Shares' Promotion or the 'Plant a Tree' Promotion.

Where the base currency of an account held by a person claiming under any of these promotions is not in the currency stipulated in this Agreement, then IBIE and/or an IBKR Affiliate will pay the equivalent amount in the relevant account's base currency.

Shares and Cash Payments will not be awarded pursuant to one or more of the Promotions where IBIE has confirmed that local law or regulation prohibits such arrangements.

## 2. Changes to the Terms of the Program

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

## 3. Eligibility

Participation in the Programme is limited to persons who open an individual account with IBIE through the IMPACT App. Any individual who has funded an account in the past with either IBIE or an IBKR Affiliate is ineligible for the Programme.

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

Financial Advisors, Hedge Funds, Introducing Brokers, or Proprietary Trading Firms, and  
Tax-advantaged accounts.

Employees of IBIE or an IBKR Affiliate are only eligible to participate in the "Plant a Tree" Promotion of the Programme.

Any Person referred to the Impact App under the "Amplify Your Impact" referral Promotion (each a "Referred Client"), is excluded from participating in either the "Impact Shares" or "Plant a Tree" Promotions.

IBIE reserves the right to change the Programme's eligibility requirements at any time.

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

#### **4. Promotion Details and Promotion-Specific Eligibility**

To participate in the individual Promotions in the Programme, an Eligible Client must further satisfy the conditions associated with the relevant Promotion detailed in this Section 4.

##### **a. "Amplify Your Impact" Referral Promotion**

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

a) you 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) 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 \$1,000 for 180 days after the date of that initial deposit;

c) the referred person has not previously been a client of IBIE or an IBKR Affiliate; and

d) the Promotion cap has not yet been reached (this Promotion is capped at an internally determined aggregate maximum amount, subject to change at IBIE's sole discretion).

If you refer a person under the "Amplify your Impact" Promotion, you are prohibited from acting as broker or dealer, as defined by applicable law, and from having any further involvement with any account held by the Referred Client with IBIE or an IBKR Affiliate (each an "Account"). By participating in the Programme, you acknowledge and agree that, after the initial referral, you will not have any involvement with such an Account. 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 IBIE's trading platform, solicit or place orders or have any other ongoing involvement in the Referred Client's trading of their IBIE 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 IBIE;
5. Distribute advertising or marketing materials about IBIE without IBIE's written consent; or
6. Hold yourself out as an employee or agent of IBIE or of an IBKR Affiliate.

##### **b. Two Additional Promotions**

When applying to open a new account through the IMPACT App, you 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 a Referred Client, you are excluded from participating in either the "Impact Shares" or "Plant a Tree" Promotions discussed in this section. If you are an employee of IBIE or an IBKR Affiliate you are excluded from participating in the "Impact Shares" Promotion.

##### **i. "Impact Shares" Promotion**

Under the "Impact Shares Promotion," you will receive \$1 worth of IBG Class A common stock ("Shares") for each \$100 in net deposits of cash to your account during the first six months following the date of your 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 after you make the relevant deposit, or, if this is not a business day, on the following business day.

## 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, IBIE or an IBKR Affiliate will have a nonprofit organisation plant 25 trees.

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

**5. Exclusions** This Programme is not valid with any other offers and is non-transferrable. IBIE reserves the right to terminate this Programme at any time; to limit the amount of account bonuses you are eligible to receive; and to refuse or recover any promotion award if IBIE 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 IBIE has been violated. Accounts established in order to improperly exploit, abuse or undermine the Programme (as solely determined by IBIE) are not eligible to participate in the Programme.

## **6. Responsibility for Taxes.**

Participants are responsible for all tax payment and reporting obligations that arise as a result of participating in the Programme, 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"). IBIE is not liable or responsible for any taxes with regard to the Tax-Related Items.

## **7. Electronic Delivery and Acceptance.**

Participants in the Programme consent to receiving all records and documentation related to the Programme 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.**

IBIE may amend or terminate this Agreement with or without prior notice to you as it deems necessary, desirable or appropriate. IBIE reserves the right to close the Programme 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 Ireland 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 IBIE Client Agreement associated with your IBIE 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 Programme participants waive any right to a jury trial. By electronically indicated acceptance of this Agreement, or by participating in the Programme, 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 Programme nor any communications related to the Programme constitutes a solicitation of shares or a recommendation to buy, sell, or hold shares.