



## Amex Card Supplement to Interactive Brokers LLC Client Agreement

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 ("IBKR") and sets forth the conditions under which IBKR agrees to accept standing instructions from Client to withdraw funds from Client's securities brokerage account at IBKR ("Brokerage Account") to settle the balance of Client's American Express International Dollar credit card ("Card") account ("Card Account") held at American Express Travel Related Services Company, Inc. ("Amex") upon presentment of a monthly invoice by Amex. Client agrees to be legally bound by the terms and conditions set forth in this Supplement. This Supplement is solely between IBKR and Client, and nothing in this Supplement shall amend, supplement, vary, or otherwise change or replace the terms and conditions governing the relationship between Amex and Client.

Client understands and agrees that Client continues to remain bound by the terms and conditions of the Client Agreement which governs Client's Brokerage Account, 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 IBKR and Client with regard to any services contemplated by this Supplement.

### 1. Card Eligibility

Client acknowledges that Client must at all times meet the territory and equity eligibility requirements as set out on IBKR's website from time to time ("Eligibility Requirements") to be eligible for a Card. Eligibility Requirements are determined at Amex's sole discretion and are subject to change. Clients should refer to current eligibility requirements on the IBKR website at [<https://interactivebrokers.com/amex/index.php>]. Client agrees to notify IBKR promptly if at any time Client no longer satisfies the Eligibility Requirements.

### 2. Card Offering

Eligible IBKR Clients will be invited to submit a Card application to Amex and, if approved, solely at Amex and IBKR's discretion, will be issued a Card denominated and payable in United States Dollars ("USD"). The Card allows Client to make charges in Client's Card Account held at Amex.

**By opening a Card via IBKR's invitation and agreeing to this Supplement, Client gives IBKR a standing instruction to transfer funds from Client's Brokerage Account to Amex ("Transfer Instructions") to automatically settle the balance of Client's Card Account as it becomes due.**

Client's Card Account shall be due and payable monthly on a date solely determined by Amex and agreed upon by Client (each such date, a "Due Date"). IBKR shall make payment (a "Payment") from the Brokerage Account to settle the Card Account (to the extent sufficient funds are available, as detailed below), in accordance with the Transfer Instructions, on or before (but not more than five days prior to) the Due Date (each such date on which IBKR makes payment, a "Payment Date").

Payment shall be made first from the available USD cash balances in Client's Brokerage Account (the "Available USD Cash Balance"). In addition, if Client's Brokerage Account is a margin account, Payment shall be made (to the extent Client does not have a sufficient Available USD Cash Balance) by incurring a

new margin debit in USD in Client's Brokerage Account. In either case, Payment shall only be made up to Client's cash withdrawal limit, pursuant to the terms of the Client Agreement (the Client's "Payment Power"). **Where the balance of Client's Card Account exceeds the Client's Payment Power, IBKR shall make Payment to Amex only up to Client's Payment Power and Client shall remain solely liable to Amex for the remaining unpaid balance of Client's Card Account.**

**Agreement to the terms of this Supplement is necessary in order to be approved and receive a Card. You may terminate this Supplement at any time, which will result in Amex closing your Card Account and cancelling your Card. Such termination shall not terminate the Standing Instructions under this Supplement until after the next Payment Date following the termination notice.**

### 3. **Payment of Card Account Balance**

Amex will provide to IBKR, in general approximately five days prior to the Due Date, notice of the balance of Client's Card Account (the "Due Amount"). Client authorizes IBKR to rely on Client's Transfer Instructions and authorizes IBKR to debit Client's Brokerage Account up to the lesser of (i) the Due Amount and (ii) Client's Payment Power, and transfer the funds to Amex to make Payment on Client's Card Account.

If Client's Brokerage Account is a cash account and the balance of Client's Card Account exceeds Client's Available USD Cash Balance as of the time IBKR initiates the Payment to Amex, Client instructs IBKR to convert unencumbered non-USD currency balances (if any) in Client's account to USD up to the amount necessary to satisfy the balance of Client's Card Account. The currency conversion will be effected at then-current rates provided on the IBKR platform, plus applicable commission. **Please read the section of the Client Agreement titled "Multi-Currency Function in IBKR Accounts" and the Risk Disclosure Statement for Forex Trading and IB Multi-Currency Accounts for more details about the risks of currency fluctuation and the nature of foreign currency exchange transactions.**

If Client's Brokerage Account is a margin account and Client does not have sufficient Available USD Cash Balance at the time IBKR transfers funds to Amex, IBKR will complete the transfer by creating a margin debit or increasing Client's current margin debit, but only up to Client's cash withdrawal limit. Client understands that margin transactions carry substantially increased risk, including the risk that IBKR will be obligated to liquidate Client's Brokerage Account in part or whole if Client's Brokerage Account falls below its minimum maintenance margin level, and that Client will be charged interest on any margin debit Client incurs. Client understands that IBKR generally will not issue margin calls in connection with margin deficiencies and that Client may not be able to transfer funds into Client's Brokerage Account quickly enough to prevent liquidation in the event that Client's Brokerage Account falls below maintenance margin requirements on either an intraday or overnight basis. **Please read the section of the Client Agreement titled "Margin" for more details about the risks of margin trading and IBKR's policies in connection with margin deficits, margin calls, and liquidation.**

### 4. **Nature of Obligations**

The obligations of IBKR as they relate to Client's Card are set forth in this Supplement. Client's Card agreement with Amex sets forth Amex's obligations and Client's obligations in connection with Client's Card. IBKR is not liable for the obligations of Amex, nor is Amex liable for the obligations of IBKR.

### 5. **Notices**

Notices and other communications relating to Client's Brokerage Account in connection with Client's use of the Card (including, without limitation, communications relating to Client's Payment Power) will be provided electronically in accordance with the Client Agreement.

### 6. **Disputes**

This Supplement shall be treated for all purposes as forming a part of the Client Agreement. Any dispute between Client and IBKR, arising from any of the services contemplated by this Supplement, shall be governed by the pre-

dispute mandatory arbitration provision of the Client Agreement. Client's Card agreement with Amex may contain different dispute resolution provisions, which may apply to disputes between Client and Amex and other parties covered by that agreement but do not apply to disputes between Client and IBKR.

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