



# Interactive Brokers Hong Kong Limited Third Party Trading Authority and Limited Power of Attorney ("Authority")

## 1. Description

This form may be used to designate that a third party ("Agent") may conduct certain activity on an Account as set out in Section 3 below.

## 2. Identities of parties

### Client:

Account: {{client\_acct\_id}}

Name of Account Holder: {{client\_acct\_name}}

### Agent:

Account: {{master\_acct\_id}}

Name of Agent: {{master\_acct\_name}}

## 3. Third Party Trading Authority

### A. Introduction

- a. The Client gives authority to the Agent to operate the Account on the terms set out herein.
- b. This Authority forms part of the agreement, in addition to the Client Agreement, between the Client and IBHK.

- c. This Authority will apply to the Agent and the Agent agrees to be bound by the Client Agreement to the extent applicable.

## **B. Interpretation**

- a. The following terms have these specific meanings in this Authority:

Account means an account held, solely or jointly, by the Client or on behalf of the Client with IBHK in accordance with the Client Agreement.

Client means the registered holder of the Account.

Client Agreement means the Interactive Brokers Hong Kong Limited Client Agreement as accepted by the Client and includes any applicable addendums thereto.

Master Agreement means the Interactive Brokers Master Agreement: Friends and Family Accounts

Plurals include the singular and vice versa.

- b. Unless otherwise defined herein, all terms used in this authority shall have the meanings as set out in the Client Agreement (and the applicable Addendums).

## **C. Client Agreement of Authority**

- a. The Client hereby authorizes the Agent, with respect to the Account, to
  - i. Place Orders for the purchase or sale of financial products;
  - ii. Instruct IBHK to enter into transactions;
  - iii. Borrow stock from IBHK;
  - iv. Incur, or cause to be incurred financial obligations, which may include (if allowed by the Account) leveraged positions or loans;

all on the Client's behalf, through the Account.

- » The Client hereby authorises the Agent to manage the trade assess function and review the Client's personal information and transaction records;

b. The Client and the Agent understand that this Authority does not authorise or otherwise entitle the Agent to:

- i. deposit monies to the Account;
- ii. redeem or withdraw monies from the Account;
- iii. effect or initiate any transfers of any financial products from or between the Account and any other account whether held with IBHK, its affiliates or any other broker or custodian;
- iv. modify (whether by addition or deletion) the Client information, including the username or password or the Client's personal information.
- v. receive of payment, gifts or benefits, including but not limited to commission, bonus, monetary or non-monetary benefit.

#### **D. Client consents, acknowledgements and representations**

a. The Client agrees and acknowledges that,

- i. While acting in the capacity of Agent, the Agent is independent from IBHK and is not performing any duties as an employee or agent of IBHK;
- ii. IBHK is an execution-only broker and does not conduct a review to determine if the trades conducted by the Agent in the Account are suitable for the Client and in light of the Client's circumstances and trading objectives;
- iii. IBHK does not see any communications between the Agent and the Client, and the Client agrees to use the IBHK website or contact IBHK to verify any information relating to the Account;

- iv. The Client is liable for any actions taken by Agent on the Account as if such actions were the action of the Client and IBHK will charge commission and or fees (as applicable) in respect of orders or transactions to the Account;
- v. IBHK may (but is not obliged to) act on any given instruction by the Agent as if such instruction originated from the Client, without verifying the authenticity of such instruction with or providing any prior notice to, the Client;
- vi. Nothing in this Authority derogates from IBHK's ability to determine, in its complete discretion, not to act on any instructions given in relation to the Account for any reason in accordance with the terms of the Client Agreement;
- vii. IBHK is not obliged to supervise or monitor the Agent's trading decisions or other activities, but notwithstanding the foregoing, IBHK may (but is not obliged to) conduct any further enquiry or seek further instruction from the Client prior to accepting, executing or entering into any order, transaction or other dealing on the Account;
- viii. This Authority will remain valid and IBHK may rely on this Authority until revoked by the Client (or Agent) in accordance with clause 6;
- ix. The Client remains wholly responsible for all acts and omissions of the Agent, including in circumstances where the Agent abuses or exceeds the authority conferred by the Client;
- x. The Client will unconditionally indemnify and hold IBHK, its directors, employees, agents or affiliates (including any successors and assigns) harmless for any action or inaction taken or refrained from (as the case may be) and from and against all claims, disputes, actions, costs and liabilities, including legal fees associated therewith on a full indemnity basis, arising from or related to IBHK's reliance on this Authority and or execution of the Agent's instructions, all to the fullest extent allowed under the applicable laws; and
- xi. The Client releases IBHK from all claims and liabilities by itself or any third party in connection with any act or omission arising from the appointment of the Agent by it in relation to the Account.

b. The Client represents and warrants that,

- i. If the Client is a joint Client or constituted by more than one person;
- ii. If the Client is a corporation, or acting on behalf of a corporation; or,
- iii. If the Client is a trustee of a trust; a responsible manager of a managed investment scheme; a trustee of a superannuation fund or an agent under an investment management agreement;

the Client is validly and legally authorised (under the applicable formative instrument or through delegation of such authority) to give this Authority on the terms herein.

**E. Agent's consents, representations and acknowledgements**

- a. The Agent represents and warrants that all information provided by them or on behalf of them is absolutely true and accurate;
- b. The Agent agrees that it shall,
  - i. Abide by all applicable laws and regulations in local or foreign jurisdictions;
  - ii. Abide by the Client Agreement and the Master Agreement and this Authority;
  - iii. Provide IBHK with any further information which IBHK requests without delay.
- c. The Agent warrants that
  - i. It is acting as agent of the Client, and not IBHK;
  - ii. It will not hold out, represent, warrant or imply that it is in any fashion acting as agent, or for on or behalf of IBHK in any capacity including as an authorised representative, or that IBHK has authorised them or their performance of duties as agent;
  - iii. It is permitted by the applicable laws and regulations to receive, as agent on behalf of the Client, any disclosures or documentation which may be given by IBHK to an agent of the Client.
- d. The Agent agrees to unconditionally indemnify and hold IBHK, its directors, employees, agents or affiliates (including any successors and assigns) harmless for any action or inaction taken or refrained from (as the case may be) and from and against all claims, disputes, actions, costs and liabilities, including legal fees associated therewith, arising from or related to IBHK's reliance on this Authority and IBHK's execution of the Agent's instructions, for any breach of the terms of this Authority any agreement between IBHK and the Client, or for any action taken by the Agent which falls or is determined to fall outside of the Agent's authority.

## F. Termination

- a. This Authority immediately terminates and becomes null and void,
  - i. if a natural person, either of the Client or Agent die or become of unsound mind or if the Client's estate is liable to be dealt with in any way under any law relating to mental health;
  - ii. if a business, the Client imposes a moratorium on payments to creditors or cease, or threaten to cease, carrying on business;
  - iii. in the absence of making alternative arrangements, the Client or Agent is not contactable by IBHK within a reasonable period solely at the discretion of IBHK, but not less than 24 hours, in order for IBHK to obtain instructions in relation to any Transactions;
- b. This Authority may be revoked by the Client or the Agent giving written notice to IBHK in accordance with the Client Agreement. Such revocation shall not affect the validity of any contracts, transactions or acts entered into or committed or authorized to be entered into or committed prior to the revocation and/ or shall not affect the liability of either party already incurred prior to such revocation.
- c. The Client and the Agent agree that they, and not IBHK, are responsible for providing notice of Termination of this Authority to the each other.

## G. Counterpart

This Authority may be entered into in the form of counterparts, each executed by one of the parties and, provided that the parties shall so enter into this Authority, each of the executed counterparts shall be deemed to be an original but, taken together, they shall constitute one instrument.

**The Client or the Agent may upload completed forms in your application or, if applicable, send to the new accounts team member who contacted you.**