InteractiveBrokers

Non-Disclosed Introducing Broker Subaccount Segregation Instruction

This Non-Disclosed Introducing Broker Subaccount Segregation Agreement (the "Agreement") is made by and between Interactive Brokers LLC ("Interactive") and **{{account_title}}** ("Introducing Broker").

Reference is made to that certain Consolidated Account Clearing Agreement ("Clearing Agreement") by and between Interactive and Introducing Broker. Capitalized terms not defined herein shall have the meaning assigned to them under the Clearing Agreement.

WHEREAS, Interactive carries a customer Consolidated Account on behalf of Introducing Broker, which Consolidated Account consists of (i) the introducing broker master account identified in Interactive's records as **{{account_id}}** (the "Master Account") and (ii) those administrative subaccounts of the Master Account (the "Subaccounts", and collectively with the Master Account, the "Subject Accounts"); and

WHEREAS, Introducing Broker wishes that the customer assets held in the Subject Accounts be segregated, for the purpose of compliance with the U.S. Securities Exchange Act of 1934 (as amended from time to time, the "Exchange Act") Rule 15c3-3 (the "Customer Protection Rule"), by determining the segregation requirement for the Master Account and each such Subaccount on an independent basis, without regard to the assets or liabilities of any other Subject Account;

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained in this Agreement and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, and intending to be legally bound by this Agreement, the Parties agree as follows:

- Introducing Broker hereby requests and instructs, to the maximum extent permissible by law (and to the maximum extent acceptable to Interactive), that Interactive determine the segregation requirement (for purposes of the Customer Protection Rule) for each Subject Account on an independent basis, without regard to the assets or liabilities (including credit or debit cash balances) of any other Subject Account (the "Independent Segregation Instruction").
- Interactive agrees that, for so long as the Independent Segregation Instruction remains in effect, and to the extent that Introducing Broker enrolls in Interactive's fully-paid securities lending program (the "FP-Lending Program"), Introducing Broker may elect to control participation in the FP-Lending Program on a per-Subject Account basis (the "Independent SYEP Election").
- 3. If Introducing Broker makes the Independent SYEP Election and has enrolled in the FP-Lending program, Interactive will deposit any collateral, in connection with the borrowing of fully-paid or excess margin securities from a Subject Account, with the Securities Intermediary (as defined in the Securities Account Control Agreement in connection with the FP-Lending Program) in a manner that allows such collateral to be identified to that specific Subject Account.