

Advisor Client Agreement

Discretionary Trading Authorisation for Financial Advisor Request To Send and/or provide access to Trade Confirmations and Account Statements to Advisor

This agreement (“**Agreement**”) is between Interactive Brokers Central Europe Zrt. (“**IBCE**” or “**Company**”) and its client (“**you**”, “**your**” or “**Client**”). This Agreement may be used to designate an Advisor to manage your account(s) with IBCE. The designated Advisor will be able to:

1. Execute trades;
2. Appoint sub-advisors;
3. Deposit and withdraw money to and from your account(s) (all withdrawals will be in your name);
4. Request information (from IBCE and/or you);
5. Receive account statements and confirmations;
6. Change certain of your information; and
7. Generally manage your account(s) as specified below.

Your Advisor must be an approved participant in Interactive Brokers’ Advisor Program. For more information on the Interactive Brokers Advisor Program, please go to www.interactivebrokers.hu.

Client Information:

Account(s): {{account_id}}
Name of Account Holder: {{account_name}}

Financial Advisor Information:

Name of Advisor: {{advisor}}
Name of Advisor Firm (if any): {{advisor_firm}}

Terms and Conditions:

1. General:

The terms and conditions of this Agreement supplement the provisions of all other agreements between IBCE and you or the Advisor. The terms of the client/customer Main Agreement entered into between you and IBCE and the Business Rules and General Terms and Conditions will apply to all orders and transactions entered into by an Advisor on your behalf.

2. Request to Deduct advisory fees if Applicable:

- A. You request and authorise IBCE to deduct from your IBCE account(s) advisory fees (and sub-advisor fees, if the Advisor has appointed one or more sub-advisors) and to disburse those advisory fees directly to the Advisor (or sub-advisor(s)), based on the fee arrangement(s) that you have agreed upon and that either you or the Advisor have specified to IBCE. If the Advisor bills you directly for the advisory fees, or if the Advisor does not charge you a fee for any advisory services provided to you, you shall promptly notify IBCE of that fact and IBCE will not deduct advisory fees from your account(s).

- B. Depending on the equity in your account(s), the deduction of advisory fees in an IBCE margin account may cause the account to incur margin interest. Furthermore, if the deduction of advisory fees would cause the account(s) to have insufficient equity to cover margin requirements, or to satisfy any other obligation to IBCE, IBCE may, at its sole discretion: (1) deduct the advisory fees and exercise any of its rights and/or remedies under the IBCE client/customer Main Agreement and the Business Rules and General Terms and Conditions, including liquidating positions in the account(s) without prior notice in order to satisfy margin requirements or obligations; and/or (2) decline to deduct the advisory fees, in which case you will be liable to pay such advisory fees to the Advisor.

3. Delivering Trade Confirmations and Account Statements to Advisor:

You may request that IBCE send and/or provide access to all trade confirmations and account statements directly to the Advisor, and not to you directly. You may change or terminate this instruction pursuant to Section 10 of this Agreement.

4. Advisor's Authority:

- A. You hereby authorise the Advisor to inquire in, trade, buy, sell (including short sales), exchange, convert, tender, trade, or otherwise acquire or dispose of stocks, bonds, options securities, futures, security futures, foreign exchange and any other investments, on margin or otherwise, for and at your risk. You understand that a commission will be charged to your account(s) each time a trade is effected.
- B. You authorise the Advisor to: (i) engage one or more sub-advisors to manage the investment of some or all of the assets you hold at IBCE; (ii) allocate assets among such sub-advisors; (iii) permit such sub-advisors to exercise the same trading and investment discretion in relation to your account(s) as exercised by the Advisor; and (iv) permit such sub-advisors to receive all information regarding your account(s). You authorise IBCE to accept the instructions of sub-advisors designated by the Advisor and to accept the instructions of employees, agents or representatives of the Advisor or sub-advisors and you acknowledge that IBCE shall have no obligation to confirm that such instructions from sub-advisors are permitted under the standalone advisory agreement entered into between you and the Advisor.
- C. You authorise the Advisor to arrange for the deposit of funds and assets to your account(s) and to redeem or withdraw funds or assets from your account(s) (including the delivery of securities from the account(s)), for your benefit, regardless of the tax consequences. The Advisor may initiate transfers (including inter-broker transfers), rollovers, or other transfers of assets between and among your account(s).

5. IBCE's Authority to liaise with the Advisor:

- A. This Agreement authorises IBCE to accept the instructions of the Advisor on your behalf. This Agreement will be applicable to all assets you hold in all IBCE accounts for which the Advisor has been designated.
- B. You authorise IBCE:
 - (i) To accept instructions from the Advisor with respect to your account(s) and act upon such instructions as though originating from you;
 - (ii) Acting on the Advisor's instructions, to aggregate transaction orders for your account(s) with orders for one or more other account(s) over which the Advisor has trading authority;
 - (iii) To provide to the Advisor all information regarding your account(s) including account statements, confirmations and tax information; and
 - (iv) To allow the Advisor to add, delete or change your account(s) information.

- C. IBCE is authorised, but not required to, conduct further enquiry or seek authorisation from you or to seek further clarification from the Advisor or you regarding any instruction from the Advisor for your account(s). IBCE reserves the right, in its sole discretion, to refuse to act upon specific instructions from the Advisor, or to no longer carry out instructions from the Advisor and shall promptly notify you, unless such notification is in breach of applicable law. You acknowledge that all information provided by either, you under this Agreement, or the Advisor on any instruction from, or otherwise provided to IBCE in the application process, is subject to verification.
- D. You authorise IBCE to verify all information through the use of credit agencies or any other customary or reasonable means. This provision shall not be read to imply that you acknowledge that IBCE has no duty to supervise or monitor the Advisor's management of your account(s) or compliance with applicable law.

6. Provision of Data to the Advisor:

- A. You hereby authorise IBCE to share your personal data with the Advisor and if applicable sub-advisors for the purpose of the Advisor's management of your account(s) until such time as you notify us in writing that you no longer wish the Advisor (or sub-advisor if applicable) to manage your account(s). You hereby further acknowledge that it is within IBCE's legitimate interests to share your personal data with the Advisor and, if applicable, sub-advisors for the purposes set forth in this Agreement.
- B. All processing of personal data by Advisor and sub-advisors shall be subject to the Advisor's privacy policy and you are advised to review such policies. These policies will govern the use of any information you submit to the Advisor and any data you authorise IBCE to share with the Advisor and/or any sub-advisors. We do not accept any responsibility or liability for the privacy practices of the Advisor or any its sub-advisors.

7. Not a Substitute for advisory agreement:

- A. You acknowledge that this Agreement:
 - (i) Authorises IBCE to accept instructions from the Advisor regarding your account(s) and to allow the Advisor to conduct activities with respect to your account(s); and
 - (ii) Is not a substitute for an advisory agreement and is not designed to satisfy any regulatory obligations applicable to the Advisor.

8. Role of IBCE - Disclaimer and Waiver of Liability:

THE ADVISOR WAS SELECTED SOLELY BY YOU AND HAS NOT BEEN RECOMMENDED OR ENDORSED BY IBCE. THE ADVISOR IS NOT EMPLOYED BY OR REGISTERED OR ASSOCIATED WITH IBCE. IBCE WILL NOT INVESTIGATE OR ASSESS THE COMPETENCE OR THE INTEGRITY OF THE ADVISOR OR MONITOR THE ACTIONS OF THE ADVISOR OR ANY SUB-ADVISORS. IBCE WILL NOT REVIEW THE ADVISOR'S RECOMMENDATIONS OR ASSESS THE SUITABILITY OF ANY TRADING OR INVESTMENT RECOMMENDATIONS OR DECISIONS OF THE ADVISOR OR SUB-ADVISORS OR OF YOU. IBCE DOES NOT PROVIDE ADVISORY SERVICES TO YOU AND IBCE WILL NOT PROVIDE INVESTMENT OR TRADING OR TAX ADVICE REGARDING THE ACCOUNT TO YOU.

9. Advisor's Compliance with applicable laws and regulations:

The Advisor and any sub-advisors appointed by the Advisor will be required to comply with all applicable state and European securities laws and regulations, and will comply with any applicable laws of Non-E.U. jurisdictions (hereinafter "**applicable Laws and Regulations**"). IBCE assumes no responsibility for determining if the Advisor is complying with applicable Laws and Regulations regarding its provision of advisory services. YOU ACKNOWLEDGE

THAT IBCE IS NOT RESPONSIBLE FOR DETERMINING WHETHER THE ADVISOR IS REQUIRED TO BE REGISTERED OR LICENSED OR WHETHER THE ADVISOR IS EXEMPT FROM REGISTRATION OR LICENSING. THIS IS SOLELY THE RESPONSIBILITY OF THE ADVISOR. IF YOU HAVE QUESTIONS ABOUT THIS, YOU MUST CONTACT THE ADVISOR DIRECTLY FOR FURTHER INFORMATION.

10. Term and Termination:

- A. This Agreement shall remain in effect until IBCE receives written notice of its termination from you, pursuant to Section 10B of this Agreement and IBCE has had sufficient time to process such notice and terminate the Advisor's authority pursuant to Section 10C of this Agreement.
- B. You agree to notify IBCE immediately, in writing by contacting IBCE Customer Service at help@interactivebrokers.com if you terminate your relationship with the Advisor or, for any other reason(s) that you may wish to terminate, modify or revoke this Agreement, including if you wish to direct the trading in your account(s) or if you wish to use the advisory services of another advisor.
- C. IBCE shall, upon receipt of your request, pursuant to Section 10B, terminate the Advisor's access to trade confirmations and account statements as soon as it is reasonably practicable to do so. It is your obligation to notify the Advisor that you have withdrawn the Advisor's access to trade confirmations and account statements.
- D. In the event of such termination, modification or revocation, you may decide that trade confirmations and account statements should be sent directly to you. You may request access to your account(s) by contacting IBCE Customer Service at help@interactivebrokers.com or calling the toll free Client Service number listed on IBCE's website at www.interactivebrokers.hu. For the avoidance of doubt, calling IBCE Customer Service by telephone shall not be considered sufficient notice of termination, modification or revocation of the Agreement, as required under this Section 10 of the Agreement. At your request, IBCE will provide you with a username and password so that you may view account statements online at the IBCE website.

11. Acknowledgment:

You acknowledge that IBCE will not supervise or monitor the Advisor's trading decisions or other activities.

12. Representations and Acknowledgments:

- A. As stated in Section 5B, pursuant to the advisory agreement you have granted to Advisor the full discretion to direct the trading in the account(s) on your behalf and you acknowledge that you will not have access to IBCE's electronic systems for placing orders for your account(s). The parties agree that only the Advisor, any sub-advisors, and their employees, agents and representatives will have access to IBCE's electronic systems to conduct trading in your account(s).
- B. If you have any questions or concerns regarding the account(s), you may contact IBCE Customer Service at help@interactivebrokers.com or by calling the toll free Customer Service number listed on IBCE's website at www.interactivebrokers.hu.
- C. The parties acknowledge that:
 - (i) All claims, questions or disputes regarding IBCE's provision of brokerage services or regarding IBCE's execution of particular trades must be referred to IBCE; and
 - (ii) The Advisor has no authority to resolve such claims or disputes on IBCE's behalf.

- D. **ALL CLAIMS OR DISPUTES REGARDING THE ADVISOR'S OR ANY SUB-ADVISOR'S SERVICES OR ACTIONS (INCLUDING SPECIFIC CONDUCT, ADVICE, RECOMMENDATIONS, OR TRADES PLACED BY THE ADVISOR OR FEES OWED) ARE SOLELY BETWEEN YOU AND THE ADVISOR. IBCE IS NOT LIABLE FOR ANY SUCH CLAIMS AND DISPUTES AND YOU UNDERSTAND AND FULLY ACKNOWLEDGE THAT YOU CANNOT BRING A CLAIM AGAINST IBCE OR RECEIVE DAMAGES OR COMPENSATION OF ANY KIND FROM IBCE, INCLUDING CLAIMS FOR DIRECT, INDIRECT, COMPENSATORY, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH CLAIMS AND DISPUTES REGARDING ADVISOR'S OR ANY SUB-ADVISOR'S SERVICES OR ACTIONS. ALL CLAIMS OR DISPUTES REGARDING THE FEES OWED TO ADVISOR ARE SOLELY BETWEEN YOU AND THE ADVISOR. IF YOU DISPUTE THE ADVISOR'S RECEIPT OF ANY FEES THAT IBCE HAS DEDUCTED FROM THE ACCOUNT(S) AND SENT TO THE ADVISOR, YOU UNDERSTAND THAT YOUR SOLE REMEDY IS AGAINST THE ADVISOR AND YOU AGREE NOT TO BRING ANY CLAIM AGAINST IBCE.**

13. Limitation of liability:

To the extent permitted by applicable laws, IBCE shall only be liable for any loss or damages incurred by you arising from IBCE's direct material breach of this Agreement. IBCE's total aggregate liability shall be limited to the highest aggregate monthly commissions and fees paid by you to IBCE.

14. Governing Law and Jurisdiction:

This Agreement between you and IBCE is governed by the laws of Hungary. The parties shall endeavour to settle disputes arising out of this Agreement primarily in an amicable manner. The Client may notify the Company of its objections, claims and complaints arising from this Agreement in accordance with the provisions of the Complaint Handling Policy. The Company will investigate the matter and make a decision within 30 days, of which the Client will be notified in writing. If the above procedure does not lead to a result, the Parties—if the Client does not qualify as a consumer—submit to the exclusive competence and jurisdiction of the Commercial Court of Arbitration. The Commercial Court of Arbitration shall act in accordance with its own Rules of Procedure, in the Hungarian language. The Client is entitled to exclude the exclusive competence and jurisdiction of the Commercial Court of Arbitration with a unilateral declaration made at the time of concluding the agreement. If a Client qualifies as a consumer, the general rules of Act CXXX of 2016 on Civil Procedures (Civil Procedures Act, Pp.) shall apply.