



INTERACTIVE BROKERS (U.K.) LIMITED (DIFC BRANCH) INTRODUCER AGREEMENT - FINANCIAL ADVISORS

1. About this Agreement

1.1 General information

- a. This document is a legal agreement between an advisor ("**you**") and Interactive Brokers (U.K.) Limited (DIFC branch) ("**IBUKDB**"). This agreement, together with its Appendices, the account application and any notices or communications hereunder (together, the "**Agreement**") sets out the terms and conditions that apply to the services you receive from IBUKDB pursuant to this Agreement ("**Services**"). **Please read it carefully.**
- b. IBUKDB agrees to provide the Services to you under the terms of this Agreement and by using the Services, you agree to accept the terms of this Agreement on an ongoing basis. The Services are more fully described in Clause 1.6.
- c. To the extent this Agreement conflicts with any other materials provided or made available to you (including those reflected on the IBUK Website), this Agreement shall prevail (in respect of its subject matter).
- d. This Agreement contains the entire agreement between the parties, who have made no representations or warranties other than as expressly provided therein.
- e. If any provision of this Agreement is illegal, unenforceable or void, in whole or in part, it shall not invalidate other provisions. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then you and IBUKDB will be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable or void, and you and IBUKDB agree that this Agreement will be deemed amended by modifying such provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by replacing it with another provision that is legal and enforceable and achieves the same objectives.

1.2 Definitions and interpretation

- f. Words and phrases that begin with capital letters have a specific meaning. A list of defined terms and their meanings is set out in Appendix 1.
- g. In this Agreement:
"you" or "your" means any person entering the Agreement with IBUKDB and, where applicable, their duly authorised representatives, successors and assigns; and
"we", "us" and "our" means IBUKDB.
- h. The headings in this Agreement are included for ease of reference only and do not form part of this Agreement.

1.3 Information about IBUKDB

- i. IBUKDB is a branch of Interactive Brokers (U.K.) Limited ("**IBUK**"), a company incorporated in England and Wales. IBUKDB and IBUK are members of the Interactive Brokers group of companies ("**IBKR Group**"). Each company within the IBKR Group is an Affiliate of IBUKDB.
- j. Regulation of IBUKDB. IBUKDB is based in the Dubai International Financial Centre ("**DIFC**"), regulated by the Dubai Financial Services Authority ("**DFSA**") and licensed to carry on, in and from the DIFC, the financial services of Arranging Deals in Investments and Arranging Custody as defined under the DFSA Rules. IBUKDB's address is Floor 5, Unit 507, Index Tower, Dubai International Financial Centre, Dubai, United Arab Emirates.

1.4 Additional Terms - Advisor Agreement

- k. The purpose of this Agreement is for IBUKDB to introduce you to IBUK for the purposes of you introducing Customers to IBUK in connection with a separate advisor agreement to be entered into between you and IBUK (the "**Advisor Agreement**"), and to provide the Services described in Clause 1.6. You will enter into the Advisor Agreement after entering into this Agreement. IBUK and/or IBLLC will make available execution, clearing, custody and other services ("**Brokerage Services**") to Customers pursuant to a separate client agreement ("**Client Agreement**"). Nothing in this Agreement shall be deemed to alter or supersede the rights of IBUK, IBLLC and any Affiliates pursuant to any Client Agreement.
- l. Your relationship with IBUK is set out in more detail in the Advisor Agreement.

1.5 Interaction between this Agreement and the Advisor Agreement

- m. Term and Termination. This Agreement and the Advisor Agreement will become effective upon your acceptance of them through our online account opening process and will continue in force until terminated in accordance with their terms. This Agreement may be terminated in accordance with the provisions set out in the Advisor Agreement. Any notice given to terminate this Agreement shall be deemed to constitute notice to terminate the Advisor Agreement on a co-terminus basis (and vice versa). The termination of this Agreement shall not prejudice any rights, power or remedy which has accrued or shall accrue to either party prior to or after such termination and shall not affect any provision of this Agreement which is expressly or by its nature or implication intended to survive the termination of this Agreement.
- n. Costs and charges. There are no costs and charges payable pursuant to this Agreement. For the costs and charges payable in respect of Brokerage Services, please see Section A2 of the Client Agreement.
- o. Requests for Information and Cooperation with Inquiries: You agree to cooperate fully with, and shall comply with, all appropriate requests for information from any agency, regulatory or self-regulatory organisation, or exchange regarding any activities involving fully disclosed accounts or any Customers.
- p. Customer support: As and between you and IBUKDB, you shall be solely responsible for providing support to Customers.
- q. Regulatory rules. As IBUKDB is introducing you directly to IBUK, both IBUKDB and IBUK will follow the stricter of the regulatory rules applicable to them in connection with (i) your client categorisation and (ii) any applicable appropriateness assessments (and where you are introducing Customers to IBUK in an unregulated capacity the same rules shall apply in respect of your Customers). For the avoidance of doubt, where you are introducing Customers directly to IBUK in a regulated capacity, IBUK will comply with the rules and guidance of the UK Financial Conduct Authority in connection with its provision of the Brokerage Services under the Client Agreement.

1.6 The Services we provide to you

- r. This Clause 1.6 is intended to provide you with information about how Services are delivered to you under this Agreement.
- s. IBUKDB shall be responsible for the following activities under and in accordance with this Agreement:

- i. Introducing you to IBUK for the purposes of you entering into the Advisor Agreement (and the opening of any accounts as envisaged thereunder, "**IBUK Accounts**"); and
- ii. Arranging:
 - 1. for IBUK to receive orders (and modifications and cancellations thereof) through the IBKR System and transmitting them to IBLLC or another Affiliate or a third-party broker for execution.
 - 2. for IBLLC to hold Customers' money and/or assets in custody pursuant to the Client Agreement.
 - 3. for IBUK to accept instructions regarding voluntary corporate actions (e.g. tender or exchange offers) and transmitting them to IBLLC or another Affiliate for processing. Neither IBUKDB nor any Affiliate shall be responsible for providing you or any Customers with notice of voluntary corporate actions.

The activities which IBUKDB arranges for Customers to obtain from IBUK and IBLLC will be carried out under and in accordance with the Client Agreement.

- t. You understand and agree that when IBUKDB arranges custody for Customers, their investments under custody shall be held in a jurisdiction outside the DIFC and the market practices, insolvency and legal regime applicable in that jurisdiction may differ from the regime applicable in the DIFC.
- u. IBUKDB shares responsibility with IBUK and IBLLC for the provision of certain portions of the IBUK Website and for the provision of client service facilities.
- v. No Advice. IBUKDB is not authorised to provide investment, tax, legal or trading advice or to solicit orders and none of the information, research or other material provided by IBUKDB or on the IBUK Website constitutes a recommendation or a solicitation to buy or sell securities, options, futures or other investment products.
- w. Suitability. We are not required to assess the suitability of any services that we provide to you. This means you will not benefit from the protection of the DFSA's rules on assessing suitability.
- x. Appropriateness. We will not assess the appropriateness of any financial instruments or services that IBUK, IBLLC or Affiliates (as applicable) offer

or provide to you pursuant to the Advisor Agreement or any Customer pursuant to the Client Agreement.

- y. Customers: You understand and agree that you are IBUKDB's sole client under this Agreement and you remain responsible for compliance with the DFSA Rules and other Applicable Law in respect of your Customers (including rules on Restricted Speculative Investments).

1.7 Your client categorisation

Your client categorisation will be confirmed to you in writing and applies to the services provided to you by IBUKDB and by IBUK.

Where at the start of our relationship you have been notified that IBUKDB will treat you as a 'professional client' for the purposes of the DFSA Rules, you have the right to elect to be treated as a 'retail client' within fourteen (14) calendar days of receipt of that notice, failing which you will be deemed to have accepted categorisation as a professional client. Please note that we may decline your election and seek to close affected accounts where we believe that the requested categorisation is inappropriate. Please see <https://ibkr.info/node/3298> for an explanation of the differences in regulatory protections between these client categories.

Where you have been notified that IBUKDB will treat you as a 'retail client' for the purposes of the DFSA Rules, this means you get the highest level of protection available under those rules.

1.8 Communicating with us

- z. You can contact us in writing ("**Written Notice**"):
 - i. if registered with us: by sending us a secure message through the Client Portal;
 - ii. if you are not registered with us: by sending us a secure message via our website at www.ibkr.co.uk/support; and/or
 - iii. at Interactive Brokers, Floor 5, Unit 507, Index Tower, Dubai International Financial Centre, Dubai, United Arab Emirates.
- aa. You can provide us with Written Notice using any of the methods of communication described in this Clause 1.8.

1.9 Communicating with you

All our documents and communications with you will be in English. You agree to the provision of this Agreement in the English language and confirm that you understand all the terms and conditions contained in this Agreement.

2. Data protection

2.1 You acknowledge receipt of the Interactive Brokers Group Privacy Policy ("**Privacy Policy**") and agree to monitor the IBUK Website for revisions to the Privacy Policy.

2.2 IBUKDB will act as a controller of your and/or Customers' personal data within the meaning of the Data Protection Law, DIFC Law No.5 of 2020 ("**Data Protection Law**"). IBUKDB and its Affiliates may use, store, disclose, transmit or otherwise process any personal data provided by you under or in connection with this Agreement for the purposes set out in the Privacy Policy.

2.3 By entering into this Agreement, you agree to our processing of personal data as set out in the Privacy Policy and agree to procure such consent from your directors, officers, employees, associates, agents, and representatives as is necessary for such processing and/or you confirm you have satisfied yourself of the lawful basis for processing under Applicable Law, including the Data Protection Law and the Data Protection Regulations 2020.

2.4 We may transfer information we hold about you to any country including countries outside the DIFC and/or UAE, which may not have comparable data protection laws, for any of the purposes described in the Privacy Policy. These disclosures may involve overseas storage and other overseas transfer, processing and use of your information and disclosure to third parties. In case your information is transferred to countries or territories outside of the DIFC and/or UAE that are not recognised under DIFC or UAE law as offering an adequate level of data protection, we have put in place appropriate data transfer mechanisms to ensure your information is protected. Details of the data transfer mechanism that we have applied to protect your information can be obtained by contacting the IBUK Data Protection Officer at dpo@ibkr.com.

3. Confidential information

3.1 Subject to Clause 2, you and we will each treat as confidential (both during and after the termination of the relationship between you and us) any information learned about the other in the course of the relationship pursuant to this Agreement and, except as otherwise agreed, shall not disclose the same to any third party except as set out below.

3.2 The obligations of confidentiality shall not apply or shall cease to apply to such part of the information (other than personal data) as the receiving party can show to the reasonable satisfaction of the disclosing party:

- a. has become public knowledge other than through the fault of the receiving party or an employee or director of the receiving party to whom it has been disclosed in accordance with this Agreement; or
- b. where the receiving party establishes it was already known to it prior to disclosure of it by the disclosing party; or

- c. has been received from a third party who neither acquired it in confidence from the disclosing party, nor owed the disclosing party a duty of confidence in respect of it; or
- d. is required to disclose it by law or any regulatory authority or pursuant to a court order provided that the receiving party shall, where permitted by law, have given prior Written Notice to the disclosing party, and provided always that such disclosure is only made to the extent absolutely and specifically required under such requirement.

4. **Liability**

4.1 Our liability to you

- a. IBUKDB, its Affiliates, and their respective directors, officers, employees, associates, or agents shall not be liable for any direct or indirect liabilities, losses, judgments, penalties or fines, claims, actions, damages, costs or expenses (including, but not limited to, legal fees and costs of enforcement), suffered or incurred by you under this Agreement) unless arising directly from their gross negligence, fraud or wilful misconduct.
- b. Under no circumstances shall IBUKDB, its Affiliates, nor any of their respective directors, officers, employees, associates, or agents have any liability for any punitive, indirect, incidental, special, or consequential loss or damages, including any loss of business, profits (whether direct or indirect), or goodwill.
- c. IBUKDB, its Affiliates, and their respective directors, officers, employees, associates or agents shall not be liable to you for any partial or non-performance of their obligations under this Agreement by reason of any cause beyond their reasonable control including, but not limited to, labour disputes or industrial actions; the rules or actions of any supra national, governmental or regulatory or self-regulatory authority; acts of war (declared or undeclared); or acts of terrorism.
- d. In no event shall any liability of IBUKDB, its Affiliates, or any of their respective directors, officers, employees, Affiliates, associates or agents, regardless of the form of action or damages suffered by you, exceed the highest aggregate amount of any advisory fees actually collected and properly owed under the Advisor Agreement in any calendar month.
- e. Nothing in this Agreement represents a contractual promise of warranty to you regarding IBUKDB's, or its Affiliates' compliance with Applicable Law. Nor is anything in this Agreement intended to create a contractual or private cause of action for any non-compliance with Applicable Law.
- f. Nothing in this Agreement limits or excludes any liabilities or duties that cannot be limited or excluded under Applicable Law.

4.2 Your liability to us

You agree to indemnify, hold harmless and defend IBUKDB, and its respective officers, directors, employees, agents, and representatives from any and all liabilities, losses, judgments, penalties, claims, actions, damages, costs or expenses (including reasonable attorney's fees and costs of enforcement) (collectively, "**Losses**") arising from or relating to: (i) any action taken in reliance on any representation, information or instruction received from you; (ii) your breach of this Agreement; (iii) any action taken by IBUKDB to enforce its rights under this Agreement; (iv) any inquiry, information request, or other action by a third party related to any IBUK Account(s); or (v) any Event of Default, except to the extent that such Losses directly result from IBUKDB's gross negligence, fraud or wilful misconduct.

5. Representations and warranties; Your responsibilities

5.1 You represent and warrant that:

- a. you are authorised pursuant to your articles of incorporation, charter, by-laws, operating agreement or other governing document(s) and Applicable Law to enter into this Agreement;
- b. all information provided by you to IBUKDB and/or its Affiliates (including during any account approval processes) is true and correct;
- c. you and your officers, directors and employees are and will remain for the duration of this Agreement, properly registered, licensed or authorised (unless not required to be so registered, licensed or authorised) under Applicable Law. You shall promptly notify IBUKDB of any material changes to any of your regulatory or self-regulatory organisation registrations, licenses, authorisations or memberships.
- d. you and your officers, directors and employees are now, and shall remain, in compliance with Applicable Law; and
- e. there are no civil or criminal complaints, investigations, proceedings, actions or suits pending against or involving you or any of your officers, directors, or employees: (i) which allege any violation of any of the criminal, securities, or commodities laws or regulations of any jurisdiction, regulatory or self-regulatory organisation, or exchange, and (ii) which, if decided, would have a material, adverse effect on your ability to fulfil your obligations under this Agreement.

5.2 You agree to provide Customers with any disclosures required to be given under Applicable Law in connection with your services and activities and/or your entering into this Agreement.

5.3 You agree that, if any information provided by you in the account application changes, ceases to be true, or becomes materially misleading, you shall make the

appropriate change to your account information using the procedures available on the IBUK Website or shall contact us using the contact details provided in Clause 1.8. You authorise IBUKDB to make any inquiry we deem appropriate, at any time, to verify any of your information. You agree to provide to IBUKDB, upon request, any additional information or documentation that we deem necessary or desirable including, but not limited to, any information or documentation requested to verify or re-verify your identity or that of related persons.

6. **Complaints** 6.1 IBUKDB handles complaints in accordance with IBUK's Internal Complaint Handling Procedures, a summary of which is available via the IBUK Website. You have the right to request a copy of those procedures free of charge.

6.2 If you would like to make a formal complaint, the best way to contact us is by submitting a by WebTicket in the Client Portal. You can also send a letter to: Complaints Handling, Interactive Brokers, 20 Fenchurch Street, Floor 12, London, EC3M 3BY, United Kingdom or email ibukcomplaints@interactivebrokers.co.uk.

6.3 You may potentially be able to complain to the DFSA. Details of who is an eligible complainant, and the procedures to make a complaint can be found here: <https://dfsa.ae/your-resources/consumer/complaints>.

6.4 IBUKDB has ultimate responsibility for responding to your complaints, but IBUK is authorised to accept, process and respond to such complaints.

7. **Governing law and jurisdiction; Miscellaneous**

7.1 This Agreement shall be governed by, and construed in accordance with, the laws of England without giving effect to conflicts of law provisions. You irrevocably agree that, except with respect to controversies or claims that are properly submitted to arbitration in accordance with this Agreement, the courts of England shall have exclusive jurisdiction over all disputes relating to or arising from the execution or performance of this Agreement and you irrevocably submit to the jurisdiction of such courts. You waive any objection which you may have, at any time, to the bringing of any proceedings in any such court and agree not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

7.2 In all judicial actions, arbitrations, or dispute resolution methods, the parties waive any right to punitive damages.

7.3 Each party agrees: (i) to bear its own legal costs, including attorney's fees; and (ii) waive rights to recover from the other party any such costs or fees incurred to the extent permissible under Applicable Law. Each party agrees to indemnify the other party for any costs or fees, including attorney's fees, incurred defending itself against any attempt by the other party to recover attorney's fees in violation of this provision.

7.4 Amendments: No provision of this Agreement can be waived, altered, modified or amended, on an individual basis, unless such waiver, alteration, modification or

amendment is committed to in writing and signed by a duly authorised officer of IBUKDB.

7.5 No Waiver: The failure of IBUKDB to enforce, at any time or for any period, any one or more of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions or of the right, at any time subsequently, to enforce all terms and conditions of this Agreement. No provision of this Agreement can be waived without the written consent of IBUKDB.

7.6 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such unenforceability, and the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby.

7.7 Assignment: You may not assign any of your rights or obligations under this Agreement to any other person without the prior written agreement of IBUKDB. This Agreement and all rights and liabilities hereunder shall be binding upon the parties' respective successors and permitted assigns.

7.8 Third Party Rights: Aside from IBUKDB's Affiliates, a person who is not a party to these terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement, but this does not affect any right or remedy of any third party which exists or was available apart from that Act.

7.9 Relationship between the parties: This Agreement does not and shall not be deemed to constitute a partnership or joint venture between the parties. Neither you nor any of your officers, directors, employees or representatives are employees or agents of IBUKDB, nor shall you hold yourselves out as such. You have no authority to make any representations or give any warranties on IBUKDB's behalf and shall not make any such representations or give any such warranties. You shall have no authority to bind IBUKDB (or any of its Affiliates) or to enter into any agreement, understanding or commitment giving rise to any liability or obligation of IBUKDB (or any of its Affiliates).

7.10 Survival: Clauses 2 (Data protection), 3 (Confidential information), 4 (Liability) and 7 (Governing Law and jurisdiction; Miscellaneous) shall survive any termination of this Agreement.

8. Arbitration

This Agreement contains a pre-dispute arbitration clause, which is in Appendix 2.

I understand and acknowledge that I have read this Agreement and agree with its terms and conditions.

By accepting this Agreement, I acknowledge that it also contains a pre-dispute

Arbitration Agreement at Appendix 2 and that I have read, understood and accepted the terms of the Arbitration Agreement.

Appendix 1 - Definitions

Advisor Agreement: a separate advisor agreement to be entered into between you and IBUK;

Affiliate: each entity within the IBKR Group;

Agreement: this agreement, together with its Appendices, the account application and any notices or communications given hereunder;

Applicable Law: all applicable laws and regulations including, without limitation, the constitutions, articles, by-laws, rules, regulations, policies, procedures and interpretations of: (i) the exchanges, markets and clearing houses to which orders are routed or transactions are executed or cleared; (ii) the Dubai Financial Services Authority; and (iii) any other regulatory, self-regulatory or governmental authority to which we are subject;

Brokerage Services: execution, clearing, custody and other services provided pursuant to the Client Agreement;

Client Agreement: a separate agreement to be entered into between Customers and IBUK and IBLLC in connection with Brokerage Services;

Customer(s): your client(s) or customer(s) who are introduced to IBUK pursuant to the Advisor Agreement;

DFSA: the Dubai Financial Services Authority;

DFSA Rules: the rules made by the DFSA pursuant to the rulemaking power granted to it under UAE law;

DIFC: the Dubai International Financial Centre;

Event of Default: means any of the following events: (i) an order is made or a resolution passed for your winding up or liquidation (except a voluntary liquidation for the purposes of reconstruction or amalgamation); (ii) an administration order is made in respect of you pursuant to the Insolvency Act 1986; (iii) you are or become insolvent or commit any act of bankruptcy; (iv) a receiver is appointed or an incumbent takes possession of any of your assets or undertakings, or if some event having an equivalent effect occurs; and/or (v) any similar or analogous event relating to those set out in (i) to (iv) occurs in relation to you in any jurisdiction.

IBKR Group: the Interactive Brokers group of companies;

IBKR System: collectively, the computer-based automated systems in connection with providing services, including but not limited to the receipt and handling of orders; the execution and cancellation of orders; order and trade confirmation; the clearing and settlement of transactions; tax-related reporting; the delivery of corporate action information; account management; storing and processing account information; and risk management;

IBLLC: Interactive Brokers LLC

IBUK: Interactive Brokers (U.K.) Limited

IBUKDB: Interactive Brokers (U.K.) Limited, DIFC Branch

IBUK Account: has the meaning given in Clause 1.6(b);

IBUK Website: www.ibkr.co.uk;

Losses: any and all liabilities, losses, judgments, penalties, claims, actions, damages, costs or expenses (including reasonable attorney's fees and costs of enforcement);

Services: the services you receive pursuant to this Agreement (as described in Clause 1.6);

UAE: the United Arab Emirates; and

Written Notice: notice to IBUKDB in writing in accordance with Clause 1.8.

Appendix 2 - Arbitration Agreement

1. By signing an arbitration agreement, the parties agree as follows:

- a. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- c. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- d. The arbitrators do not have to explain the reason(s) for their award.

- e. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration.
- g. In some cases, a claim that is ineligible for arbitration may be brought in court.
- h. The rules of the arbitration forum in which the claim is filed, and any amendments thereto shall be incorporated into this Agreement.

2. Any controversy or claim between IBUKDB or any of its respective directors, officers, shareholders, employees, associates or agents, on the one hand, and you or, if applicable, your directors, officers, shareholders, employees, associates, agents, or trustees, on the other hand, arising out of, or relating to, this Agreement, any other Agreement between you and IBUKDB, or any of your IBUK Accounts, shall be settled by arbitration, in accordance with the rules then prevailing of the London Court of International Arbitration.