InteractiveBrokers

Interactive Brokers Ireland Limited SFTR Delegated Transaction Reporting Agreement

This SFTR Delegated Transaction Reporting Agreement ("**Agreement**"), effective as of the Effective Date below, is between Interactive Brokers Ireland Limited ("**IBIE**") and _____ ("**Client**"), acting for itself and where applicable as agent for and on behalf of certain disclosed underlying clients ("**Underlying Clients**"). In this Agreement and where the context so requires, references to the "Client" shall include any Underlying Clients. This Agreement applies to the reporting obligations under the Securities Financing Transactions Regulation (EU) 2015/2365 of the European Parliament and of the Council on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 dated 25 November 2015 ("SFTR").

1. Client has entered into and/or intends to enter into securities financing transactions (as defined in SFTR) with IBIE or its affiliates. Under SFTR, IBIE or its affiliates and Client are required to report specified data concerning such securities financing transactions ("**Transactions**") to an entity registered as a trade repository or recognised as a trade repository under SFTR ("**Trade Repository**"). SFTR permits one party that is subject to the securities financing transaction reporting obligation to delegate the submission of transaction reports ("**Transaction Reports**") to the counterparty or a third party.

2. Client hereby appoints IBIE to submit Transaction Reports in accordance with this Agreement. In the event Client acts as agent or otherwise on behalf of or for the benefit of any Underlying Client, Client: (i) represents, warrants and undertakes that: (A) Client has full power, capacity and authority to enter into this Agreement on the Underlying Client's behalf; (B) Client has all required consents, licenses, approvals, registrations, rights, power and authority to use the Reporting Services (as defined below) under this Agreement in each case on the Underlying Client's behalf; (C) the Underlying Client is an authorised person, exempted person or non-EEA financial services institution or trustee; (ii) represents, warrants and undertakes that the Underlying Client will be able to perform any obligations or satisfy any liability arising from or in connection with this Agreement; (iii) agrees that it has obtained and recorded evidence of the

identity of the Underlying Client in accordance with applicable laws, rules or regulations ("**Applicable Laws**") prior to using the Reporting Services, and Client agrees to provide to IBIE with written assurance of this, and will pass to IBIE such other information and written confirmations in relation to such Underlying Client as IBIE reasonably requires to allow IBIE to comply with all Applicable Laws and, in particular, with applicable money laundering legislation or pursuant to any judgement, order or direction of a competent authority (including, a legal or regulatory authority); (iv) agrees that it will procure the performance by the Underlying Client of all obligations and liabilities arising pursuant to this Agreement; and (v) acknowledges and agrees that in the event that an Underlying Client should fail to perform such obligations and/or satisfy such liabilities, Client will promptly perform such obligations and/or satisfy such liabilities. Subject to Clause 3 below, IBIE's appointment under this Agreement shall be effective upon execution of this Agreement ("**Effective Date**"), and such appointment shall continue until terminated in accordance with Clause 17. Client must provide IBIE with a Legal Entity Identifier ("**LEI**") and any and all other information requested by IBIE for the purposes of submitting Transaction Reports, in respect of itself and where applicable any Underlying Client. Where required (as determined by IBIE in its sole and absolute discretion), Client appoints IBIE to apply for and maintain an LEI on its behalf and at Client's cost. For the purposes of this application, Client agrees to provide any and all information required for the submission as requested by IBIE. This shall include, but not be limited to, providing IBIE with a valid Client email address within seven (7) calendar days from the Effective Date in order for IBIE to fulfil its obligations under this Agreement. Should Client not provide such email address to IBIE within this timeframe, Client authorises IBIE to use its own email address in lieu thereof.

3. IBIE shall not be obliged to report any Transaction unless and until the requested information has been provided and IBIE has notified Client that the on-boarding process has been completed.

4. In respect of each Transaction, IBIE will submit a Transaction Report to a Trade Repository selected by IBIE (in its sole and absolute discretion) within the timeframes specified under SFTR, containing the minimum details required by SFTR ("**Reporting Services**").

5. IBIE may decide not to submit a Transaction Report in respect of any Transaction if IBIE reasonably considers that it does not have sufficient information to do so, that any of the information is incomplete, inaccurate, or not compliant with any requirements under SFTR, or where any reporting may breach any Applicable Laws.

6. The Reporting Services shall be provided on a reasonable efforts basis, without representation, warranty or guarantee of any kind (whether express or implied), and are conditional upon: (i) Client's delivery to IBIE of the requisite counterparty

data and any other data that may be required to enable IBIE to make such Transaction Reports in a timely manner (collectively, **"TR Data"**), and (ii) Client having a valid LEI.

7. In consideration for IBIE providing the Reporting Services and obtaining and maintaining a LEI, Client shall pay fees (**"Fees"**) to IBIE in accordance with the current Fee Schedule posted on IBIE's website. Client agrees that IBIE may change the Fees at any time. Fees will be deducted from Client's IBIE account.

8. IBIE may delegate any of its obligations under this Agreement to an affiliate or other third party and Client authorises IBIE to do so without Client's further consent.

9. Each party represents and warrants to the other that it has the requisite power and authority to execute this Agreement and to perform the relevant obligations hereunder.

10. On each occasion on which Client delivers TR Data to IBIE under this Agreement, and on each occasion IBIE delivers a Transaction Report to a Trade Repository, Client hereby agrees, represents, warrants and covenants that: (i) TR Data is complete, accurate and compliant with any requirements under SFTR; (ii) Client understands that regulatory liability for the accuracy and completeness of such Transaction Reports, even where delegated, rests with Client; (iii) Client accepts that while submission of reports may be delegated, responsibility for compliance with Client's regulatory requirement to report remains with Client, and (iv) Client understands that IBIE is providing the Reporting Services and submitting Transaction Reports based on IBIE's interpretation of SFTR, which may not be entirely accurate.

11. Client consents to IBIE submitting TR Data associated with any Transaction to: (i) a competent authority whose rules or requirements with respect to disclosure are applicable; (ii) a Trade Repository; and (iii) any of IBIE's affiliates or agents for the purpose of providing the Reporting Services.

12. IBIE has no obligation in respect of, and accepts no liability for, verifying the validity or accuracy any TR Data provided to IBIE.

13. Client will notify IBIE immediately upon becoming aware that any information which Client has provided to IBIE (including TR Data) and/or any Transaction Report which IBIE has reported to a Trade Repository was or has become incomplete, inaccurate, misleading or not compliant with any requirements under SFTR. Both parties will use reasonable efforts, acting in good faith and a commercially reasonable manner, to resolve such issue.

14. To the maximum extent permitted by law, IBIE and its affiliates, and their respective directors and officers shall not be liable to Client under any

circumstances for any loss, liability, cost, charge, fee, expense, penalty, fine or damage whether direct, indirect, incidental, special, exemplary, punitive or consequential other than to the extent arising directly from IBIE's gross negligence, wilful misconduct or fraud. Subject always to the foregoing, and in circumstances where IBIE is liable pursuant to this Clause 14, IBIE's total aggregate liability howsoever arising out of this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, arising out of or in connection with this Agreement) shall be limited in any Year to the amount of Fees paid by the Client in respect of the Reporting Services that Year under this Agreement or EUR 5,000, whichever is higher. IBIE and the Client each acknowledge and agree that these exclusions and limitations of liability are reasonable in the circumstances taking into account the nature of the Reporting Services being provided by IBIE to the Client and the Fees paid by the Client for such services. In this Clause 14, a "Year" shall mean a period of 12 months commencing on the Effective Date or any anniversary of the Effective Date.

15. IBIE shall not be liable for any delay or partial or non-performance of the reporting obligations under this Agreement by reason of any technical error, breakdown or failure of transmission, communication or computer facilities or other event or circumstance outside of its reasonable control (including, without limitation, as a result of governmental action, laws, legally enforceable orders or regulations, or as a result of events, such as war, acts of public enemies, strikes, communications and IT failures, fires, floods etc.).

16. Except in the case of gross negligence, wilful misconduct or fraud on the part of IBIE, Client shall indemnify, defend and hold harmless IBIE and its affiliates, and each of their respective directors, officers, employees, agents and affiliates, from and against any claim, damages, loss, liability, cost and/or expense (including, but not limited to, reasonable attorney's fees and costs) that directly or indirectly arise from or are caused by, or in connection with: (i) this Agreement, (ii) any breach by Client of its obligations under this Agreement, or (iii) Client's use of the Reporting Services.

17. Either party may terminate this Agreement at any time upon the giving of not less than 60 (sixty) days' prior written notice or sooner if required pursuant to Applicable Law. Client shall provide this written notice by way of email, to be marked for the attention of the IBIE Compliance Department, to compliance@interactivebrokers.ie. IBIE may terminate this Agreement immediately: (i) in the event that Client becomes insolvent; (ii) in the event of a material breach of Client's obligations under this Agreement, any other agreement between Client and IBIE or its affiliates or of any rules or regulations of any competent authority or Applicable Laws material to Client's ability to perform Client's obligations under this Agreement. Clauses 12, 13, 14, 15, 16 and 19 shall survive termination or expiration of this Agreement.

18. Client may not transfer this Agreement or any interest in or under it to any third party without IBIE's prior written consent. IBIE may assign this Agreement to an affiliate. This Agreement may be amended by IBIE upon written notice to Client as needed from time to time as and when required by changes in reporting requirements, systems or processes or for any other similar reason. IBIE is not acting as Client's fiduciary or adviser.

19. This Agreement is governed by the laws of Ireland. All disputes shall be within the exclusive competence of the Courts of Ireland, unless IBIE chooses to bring an action against Client before any other court having jurisdiction under the ordinary rules of procedure, in particular according to the applicable jurisdiction rules of the relevant European regulation or applicable convention.

Executed as an agreement