



INTERACTIVE BROKERS IRELAND LIMITED

FULLY DISCLOSED CLEARING AGREEMENT

This Clearing Agreement ("**Agreement**") is entered into by and between the Introducing Broker ("**Introducing Broker**") and Interactive Brokers Ireland Limited ("**IBIE**") (collectively the "**Parties**" and each a "**Party**"). IBIE is a limited company that is duly organised and existing under the laws of Ireland, with a registered office at 10 Earlsfort Terrace, Dublin 2 D02 T380. IBIE is regulated by the Central Bank of Ireland ("**CBI**"). IBIE is included in the CBI's register of regulated financial service providers under number 4602839. The CBI's address is New Wapping Street North Wall Quay, North Dock, Dublin, D01 F7X3, Ireland.

WHEREAS, the Introducing Broker desires to introduce accounts to IBIE on a fully disclosed basis ("**Fully Disclosed Accounts**");

WHEREAS, IBIE desires to provide execution and clearing services for the Fully Disclosed Accounts, subject to the terms and conditions of this Agreement;

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:

1. **Establishment of the Fully Disclosed Accounts**: The Fully Disclosed Accounts shall be established and maintained in conformity with all applicable laws, governmental, regulatory, self-regulatory, exchange and clearing house rules, regulations, regulatory guidelines, interpretations, protocols of the jurisdiction of the Introducing Broker, and IBIE (to the extent applicable) and the customs and usages of the applicable exchanges and clearing houses in the jurisdiction of the Introducing Broker, (collectively "**Applicable Laws**").
2. **Applicable Fully Disclosed Accounts**: This Agreement shall apply to all Fully Disclosed Accounts introduced by the Introducing Broker and carried by IBIE and any separate proprietary account of the Introducing Broker.
3. **Allocation of Responsibilities**: The Introducing Broker shall introduce clients to IBIE on a fully disclosed basis ("**Clients**") pursuant to the terms and conditions of this Agreement. A separate Fully Disclosed Account will be opened in the name of each individual Client. The responsibilities of the Parties shall be allocated in accordance with the terms of this Agreement. To the extent that a particular function is allocated to one Party only under this Agreement, the other Party shall supply that Party with information in its possession pertinent to the proper performance and supervision of that function.
4. **Opening, Approval and Monitoring of Fully Disclosed Accounts**:
 - 4.1. IBIE shall be responsible for the opening, approval, monitoring and supervision of the Fully Disclosed Accounts.
 - 4.2. IBIE shall not have any discretionary authority with respect to any Fully Disclosed Account. The Introducing Broker may have discretionary authority with respect to Fully Disclosed Accounts and shall supervise such Fully Disclosed Accounts in accordance with the Applicable Laws.

- 4.3. IBIE shall: (a) verify Clients' identities in accordance with applicable anti-money laundering and counter-terrorist financing ("AML/CFT") requirements ("AML/CFT Laws"); (b) obtain certain information from each Client (e.g. financial information and investment objectives) to determine whether the Client satisfies IBIE's criteria for establishing a brokerage account and trading the investment products requested by Client; (c) approve or refuse the opening of the relevant Fully Disclosed Account; and (d) maintain the records related to the relevant Fully Disclosed Account as are required to be held by IBIE by Applicable Laws.
- 4.4. The Introducing Broker shall be solely and exclusively responsible for: (i) satisfying all other requirements of "know your customer", suitability and sales practice requirements including, without limitation, all requirements related to any investment advice, investment recommendations, solicitation of orders, discretionary trading authority or any other service that the Introducing Broker may provide to Client and (ii) maintaining all new account records related thereto that are required to be held by the Introducing Broker by Applicable Laws.
5. **Required Disclosures:** The Parties agree to provide Clients with any disclosures required to be given to Clients under the Applicable Laws of their respective jurisdictions. IBIE shall notify each Client of the existence of this Agreement and of the relationship between IBIE and the Introducing Broker.
6. **Investment Advice:** Representatives, employees or contractors of IBIE are not authorised or permitted to provide investment, tax or trading advice or to solicit orders and none of the information, research or other material provided by IBIE or on IBIE's website constitutes a recommendation by IBIE or a solicitation to buy or sell securities, options, futures or other investment products. The Introducing Broker may provide investment advice and, to the extent that it does so, shall comply with Applicable Laws including, without limitation, any applicable AML/CFT Laws.
7. **Receipt, Segregation, Safeguarding and Delivery of Client Funds and Extension of Credit:** IBIE shall receive, segregate, hold and deliver Clients' funds, Clients' financial instruments, and other property in accordance with Applicable Laws.
8. **Client Money and Custody:** IBIE shall provide to Fully Disclosed Accounts client money and safe custody services, in accordance with Applicable Laws.
9. **Acceptance and Submission of Orders and Instructions:**
- 9.1. IBIE is authorised to accept orders either: (a) directly from a Client for its Fully Disclosed Account or (b) from the Introducing Broker for a Client's Fully Disclosed Account. For orders transmitted to IBIE by the Introducing Broker, the Introducing Broker is solely responsible for determining whether such orders are properly authorised by the Client and IBIE will not contact the Client to verify or confirm, prior to execution, orders sent to IBIE by the Introducing Broker. For orders transmitted to IBIE by the Introducing Broker, the Introducing Broker shall be solely responsible for any errors in the transmission of such orders.
- 9.2. IBIE shall be responsible for screening orders to make sure that such orders are within the risk management limits for the Fully Disclosed Accounts.
- 9.3. IBIE shall process instructions received from Clients (or from the Introducing Broker on behalf of Clients) with respect to voluntary corporate actions (e.g. exchange offers, rights offerings, warrants, tender offers) involving the Fully Disclosed Accounts.
- 9.4. IBIE is authorised to accept any account instructions received from the Introducing Broker related to a Client's Fully Disclosed Account, including but not limited to account instructions to view, update or change account information, account settings, passwords or security/account access information and products to be traded; to issue payments, wires and transfers to Clients and third parties; to freeze, limit or restrict access to client accounts or funds, to vote shares and make elections regarding positions and to participate in special programs and investments. The Introducing Broker is solely responsible for determining whether such instructions are properly authorised by the Client and IBIE is not required to

contact the Client to verify or confirm instructions submitted to IBIE by the Introducing Broker before effecting those instructions.

10. **Client Support:** The Introducing Broker shall be responsible for providing all customer service and technical support to Clients. IBIE will provide necessary information and assistance to the Introducing Broker to assist the Introducing Broker in fulfilling this obligation. Disputes and issues concerning IBIE's performance of its responsibilities for Fully Disclosed Accounts (for example, but not limited to, questions relating to execution, margin and credit issues, etc.) will be forwarded to IBIE by the Introducing Broker within two working days of first being identified, to the following email address: complaints@interactivebrokers.ie. The identified disputes and issues will be addressed by IBIE and/or its affiliates and the resolution communicated to the Introducing Broker. The Introducing Broker shall have no authority to bind IBIE or to enter into any agreement, understanding or commitment giving rise to any liability or obligation of IBIE.
11. **Execution, Clearing and Settlement:** IBIE or its affiliates, as applicable, shall execute orders and clear and settle transactions executed for the Fully Disclosed Accounts, pursuant to the terms and conditions of this Agreement and Applicable Laws.
12. **Commissions and Fees:**
 - 12.1. In order to apply to become an Introducing Broker, IBIE requires the Introducing Broker to provide a USD10,000 application deposit. This USD10,000 deposit shall be placed in the Introducing Broker's proprietary account with IBIE. Upon approval of the Introducing Broker's application, it is expected that this deposit will be applied against the first USD10,000 in commissions/clearing fees incurred. If the Introducing Broker does not complete its application, the deposit will not be refunded. If IBIE rejects the Introducing Broker's completed application, or if IBIE's and/or its affiliates' regulators do not approve the Introducing Broker's participation as an introducing broker, the deposit will be refunded.
 - 12.2. The Introducing Broker shall notify IBIE of the commission rates applicable to transactions for the Fully Disclosed Accounts. Commission rates for Fully Disclosed Accounts shall be no lower than the standard commission rates published on the IBIE website. The Introducing Broker is responsible for notifying Client of the commission rates for Fully Disclosed Accounts and any fees applicable to the Fully Disclosed Accounts. The Introducing Broker represents and warrants that the commission rates for Fully Disclosed Accounts shall be commercially reasonable and shall comply with all Applicable Laws.
 - 12.3. IBIE shall deduct applicable commissions and fees from the Fully Disclosed Accounts. The Introducing Broker represents and warrants that all commissions and fees charged by the Introducing Broker to any Client have been or will be clearly and completely disclosed to the Client. The Introducing Broker further represents and warrants that its commissions and fees shall be commercially reasonable and shall comply with all Applicable Laws.
 - 12.4. IBIE shall calculate and retain IBIE's and/or its affiliates' share of the commissions and fees collected for transactions in the Fully Disclosed Accounts. The Introducing Broker's commissions and fees collected by IBIE for the Fully Disclosed Accounts shall be remitted periodically to the Introducing Broker. The Introducing Broker agrees to return to IBIE immediately any funds of any kind erroneously or improperly remitted to the Introducing Broker by IBIE. In the event that funds in a Fully Disclosed Account are insufficient to pay IBIE's portion of commissions and fees and the Introducing Broker's portion, IBIE's portion shall be paid first.
13. **Confirmations and Statements:** IBIE shall be generally responsible for providing confirmations and account statements to Clients. However, the Introducing Broker is solely responsible for delivering to Fully Disclosed Clients the statement detailing the aggregated amount of costs and charges received by the Introducing Broker in relation to the services provided by the Introducing Broker in relation to the Fully Disclosed Account. A copy of the statement will be made available to the Introducing Broker in Account Management.

14. **Books and Records:**

14.1. IBIE and/or its affiliates shall be responsible for maintaining required books and records including, without limitation, account documentation required for a brokerage account and for trading the products requested by Client, in connection with the Fully Disclosed Accounts. If the Introducing Broker is required under Applicable Laws or the home jurisdiction laws and regulations of the Client to maintain additional books and records, the Introducing Broker shall do so.

14.2. The Introducing Broker shall have access to account information regarding the Fully Disclosed Accounts introduced by the Introducing Broker.

14.3. The Introducing Broker agrees that IBIE or its affiliates may furnish complaints regarding the Introducing Broker to the Introducing Broker's regulators or other complaints handling bodies, if they, in their sole discretion, determine that such action is appropriate.

15. **Client Agreements:** Nothing in this Agreement shall be deemed to alter or supersede the rights of IBIE and/or its affiliates pursuant to the agreements entered with Fully Disclosed Clients ("**Client Agreements**"). IBIE retains complete discretion in determining whether to approve account applications from prospective Clients, to suspend or terminate Client Accounts, to handle and resolve disputes with Clients, and to take any other action with respect to Clients or Clients' Fully Disclosed Accounts under the relevant Client Agreements.

16. **The Introducing Broker's Proprietary Accounts:** The Introducing Broker acknowledges that a separate account that may be used to receive commissions and fees and hold any proprietary funds and positions of the Introducing Broker may not be treated as a Fully Disclosed account for the purpose of this Agreement. If the Introducing Broker maintains a proprietary account with IBIE, such account shall be subject to the terms and conditions of the IBIE Client Agreement, which is incorporated herein by reference.

17. **Representations and Warranties:**

17.1. The Introducing Broker represents and warrants that the Introducing Broker is authorised pursuant to its articles of incorporation, charter, by-laws, operating agreement or other governing document(s) and Applicable Laws to: (a) retain the services of IBIE; (b) enter into this Agreement; (c) engage in the securities, options, futures, and other investment transactions to be effected through the Fully Disclosed Account; (d) effect such transactions on behalf of the Introducing Broker's Clients; and (e) engage in all other transactions and activities contemplated by this Agreement.

17.2. The Introducing Broker represents and warrants that all information provided by the Introducing Broker to IBIE in the account application and during the account approval process is true and correct.

17.3. The Introducing Broker represents and warrants that the Introducing Broker and its officers, directors, employees and/or contractors are and shall remain for the duration of this Agreement properly registered, approved, licensed, or authorised (unless such persons are not required to be so registered, approved, licensed, or authorised) under Applicable Laws. The Introducing Broker shall immediately notify IBIE of any changes in any of its regulatory or self-regulatory authority, organisation or body registrations, approvals, licensures, authorisations, or memberships. The Introducing Broker shall send the notification to IBIE by email to the following email address: compliance@interactivebrokers.ie.

17.4. The Introducing Broker represents and warrants that the Introducing Broker and its officers, directors, employees and contractors are now, and shall remain, in compliance with Applicable Laws. The Introducing Broker shall comply with whatever non-member access rules have been promulgated by any exchange for which the Introducing Broker transmits orders.

17.5. The Introducing Broker represents that there are no civil or criminal complaints, investigations, proceedings, actions or suits pending against or involving the Introducing Broker or any of the Introducing Broker's officers, directors, employees or contractors: (a) which allege any violation by the Introducing Broker of any of the criminal, securities, or commodities laws or regulations of any jurisdiction, regulatory or self-regulatory authority, organisation or body, or exchange; and (b) which, if decided, would have a material, adverse effect on the ability of the Introducing Broker to fulfil its obligations under this Agreement.

18. **Reporting:**

18.1. **Disciplinary Action, Suspension, or Restriction:** The Introducing Broker shall immediately notify IBIE if the Introducing Broker becomes subject to any disciplinary action, suspension or restriction imposed by any agency, regulatory or self-regulatory authority, organisation or body, or exchange that would affect the Introducing Broker's ability to fulfil its obligations hereunder, and shall promptly provide to IBIE a copy of any decision (whether preliminary or final) relating to such disciplinary action, suspension, or restriction. The Introducing Broker also shall immediately notify IBIE of any other restriction on its activities with respect to the Fully Disclosed Accounts or Clients. In either of these events, IBIE may take any action it deems to be necessary: (a) to assure itself that the Introducing Broker will continue to comply with Applicable Laws notwithstanding such action, suspension or restriction, and (b) to comply with any requests, directives, or demands made upon IBIE or its affiliate by any agency, regulatory or self-regulatory authority, organisation or body, or exchange.

18.2. **Requests for Information and Cooperation with Inquiries:** The Introducing Broker agrees to fully cooperate with, and shall comply with, all requests for information arising from, any enquiry or investigation by IBIE and/or its affiliates or any agency, regulatory or self-regulatory organisation or body, or exchange regarding any activities of the Introducing Broker or of Clients.

19. **Confidentiality:**

19.1. The Introducing Broker and IBIE will each treat as confidential (both during and after the termination of the relationship between the Introducing Broker and IBIE) 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.

19.2. 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:

19.2.1. 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

19.2.2. where the receiving party establishes it was already known to it prior to disclosure of it by the disclosing party; or

19.2.3. 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

19.2.4. 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.

20. **Use of Confidential Information:**

20.1. The Introducing Broker acknowledges that IBIE may obtain information (including personal data and special categories of personal data, each as defined in the General Data Protection Regulation (EU) 2016/679 ("**Data Protection Law**")) about the Introducing Broker or the Introducing Broker's directors, shareholders, employees, officers, agents or clients as necessary. IBIE shall comply with applicable data protection law with regard to processing personal data. The Introducing Broker acknowledges that the Introducing Broker has read

and understood the Interactive Brokers Group Privacy Policy as may be updated from time to time and published on the Irish IBIE website which sets out how personal data shall be processed by IBIE.

20.2. The Introducing Broker understands that IBIE may use, store or otherwise process any such information (whether provided electronically or otherwise) and may disclose any such information (including, without limitation, information relating to the Introducing Broker's transactions and account) either as IBIE shall be obliged to under or pursuant to any applicable law or rules or by any regulatory authority or as may be required to provide services to the Introducing Broker under this Agreement.

20.3. IBIE may:

20.3.1 disclose information about the Introducing Broker to the Introducing Broker's agents or attorneys for any purpose relating to this Agreement;

20.3.2 disclose information about the Introducing Broker and the Introducing Broker's clients, of a confidential nature, in the circumstances set out in this Clause:

20.3.2.1 to other members of the Interactive Brokers Group, who may use it in the manner set out in this Clause (and for the avoidance of doubt, references to "IBIE", in this Clause shall be deemed to include all members of the Interactive Brokers Group);

20.3.2.2 to other organisations and individuals IBIE may engage to perform, or assist in the performance of, IBIE services or to advise IBIE, provided that they will only be given access to the relevant information for that purpose

20.3.2.3 to any depository, stock exchange, clearing or settlement system, account controller or other participant in the relevant system, to counterparties, dealers, custodians, intermediaries and others where disclosure is reasonably intended for the purpose of effecting, managing or reporting transactions in connection with the Agreement or establishing a relationship with a view to such transactions

20.3.2.4 to any regulatory authority or public registry, as required by law; and

20.3.2.5 as may be required for the purposes set out in this Clause.

20.4. To the extent such authorisation is required by law, the Introducing Broker hereby authorises IBIE, directly or through third parties, to make any enquiries that IBIE considers necessary to conduct business with the Introducing Broker. This may include ordering a credit report and performing other credit checks, or verifying the information the Introducing Broker provides against third party databases. Any personal data obtained is maintained in accordance with the Interactive Brokers Group Privacy Policy.

20.5. If any personal data or sensitive personal data belonging to any of the Introducing Broker's shareholders, directors, employees, officers, agents or clients is provided to IBIE, the Introducing Broker represents to IBIE that each such person is aware of and, to the extent required by law, consents to the use of such data as set out in this section and the Introducing Broker agrees to indemnify IBIE against any loss, costs or expenses arising out of any breach of this representation.

21. **Recording:** Telephone conversations will be recorded. IBIE (including IBIE affiliates and/or representatives) may contact the Introducing Broker by telephone as required and appropriate under this Agreement. To the extent permitted under Applicable Laws IBIE, IBIE affiliates or any other person appointed by IBIE may access, review, disclose, monitor and/or record verbal and electronic messaging and communications (including email, instant messaging, facsimile, telephone and other electronic communications) with the Introducing Broker or the Introducing Broker's agent. The recordings may be used as evidence if there is a dispute. Where required under Applicable Laws, a copy of records relating to telephone and electronic communications will be available to the Introducing Broker upon request for a period of 5 years and, where requested by the competent authority, for a period of up to 7 years. IBIE will retain such records in accordance with IBIE's procedures which may change from time to time in IBIE's absolute discretion. The Introducing Broker should not expect to be able to rely on IBIE to comply with the Introducing Broker's record keeping obligations.

22. Anti-Money Laundering and Related Obligations:

22.1. The Introducing Broker's AML Responsibilities:

- 22.1.1 **Acknowledgment of AML Obligations:** The Introducing Broker hereby agrees and acknowledges that it is obliged to, and hereby represents and warrants that it currently, and will continue to, comply with all applicable AML/CFT Laws.
- 22.1.2 The Introducing Broker hereby agrees and acknowledges that it is obliged to, and hereby represents and warrants that it currently, and will continue to, comply with all applicable requirements relating to the application of financial sanctions in respect of Clients.
- 22.1.3 **AML/CFT Program:** The Introducing Broker has established, implemented, maintains and enforces an AML/CFT program of written internal policies, procedures, processes and controls including, without limitation: (a) written policies, procedures and processes and a means for monitoring identifying and reporting suspicious activity relating to the Introducing Brokers' Accounts; (b) an on-going director, employee, officer and contractor AML/CFT training Program; (c) an independent audit function to test its AML/CFT Program at least annually; and (d) any additional requirements of any governmental, regulatory or self-regulatory body or organisation with jurisdiction over the Introducing Broker.
- 22.1.4 **Knowledge of IBIE's AML/CFT Policies and Procedures:** The Introducing Broker agrees to become familiar with all of IBIE's AML/CFT policies, procedures and processes as may be provided to the Introducing Broker, and updated from time to time, and agrees to fully abide by them.
- 22.1.5 **Surveillance and Suspicious Activity Reporting:** The Introducing Broker shall conduct surveillance of the activity in the Fully Disclosed Accounts including, without limitation, reviewing account activity for the purpose of detecting suspicious transactions or other account activity that may involve money laundering, terrorist financing activity or other illegal conduct. The Introducing Broker shall notify IBIE's AML Compliance Officer regarding any account activity the Introducing Broker knows or has reason to suspect: involves funds related to money laundering, terrorist financing activity or any other illegal conduct; is intended or conducted in order to hide or disguise funds or assets derived from illegal activity; is designed to evade laws or regulations; involves the use of IBIE or the Introducing Broker to facilitate criminal activity; is not legitimate, has no business or apparent purpose or is not the sort of transactions in which the particular Client would normally be expected to engage (and there is no reasonable explanation therefor); is otherwise suspicious; or could support the filing of a suspicious activity report ("**SAR**") of any kind. Such notice shall be provided by the Introducing Broker as soon as practical after identifying the activity and, in any event, prior to filing a SAR. The Introducing Broker shall communicate with IBIE about the account activity for the purposes of sharing information about the activity and shall provide IBIE with any information or documentation regarding the activity, the responsible Client or related persons that IBIE, in its sole discretion, believes is necessary or appropriate to fulfil its obligations. The Introducing Broker shall provide IBIE with copies of all SARs and other communications it files with any exchange or governmental, regulatory or self-regulatory body regarding the activity. The Introducing Broker shall take any action that IBIE may request in connection with such activity, whether the activity was detected by the Introducing Broker, IBIE or both.
- 22.1.6 **Record keeping:** The Introducing Broker shall keep and maintain accurate records of the services it provides to Clients (including but not limited to all records relating to AML/CFT Laws). Upon request, the Introducing Broker shall submit copies of such records to IBIE or any proper exchange or any federal or state regulatory, or self-regulatory authority, body or organisation, or any other regulator.

22.2. **IBIE's AML/CFT Responsibilities:**

- 22.2.1. **Client Identification:** IBIE will undertake customer due diligence on Clients in accordance with AML/CFT Laws. The IBIE electronic account application system shall be programmed to require new applicants for the Introducing Broker Fully Disclosed Accounts to provide specified identification information and IBIE shall perform certain procedures, in accordance with IBIE's AML/CFT policies, procedures and processes, designed to verify the identity of each applicant for an Introducing Broker Fully Disclosed Account through documentary and/or non-documentary means (to the extent reasonable and practicable and in accordance with the AML/CFT Laws) before or within a reasonable time after the account has been opened. Such means may vary from time to time, in IBIE's sole discretion. The Introducing Broker acknowledges that IBIE may use a third party service provider for verification of Client's identification and shall not be liable, in any way, for any errors or omissions made by such third party vendor.
- 22.2.2. **Negative Information Checks:** The IBIE electronic account application system shall be programmed to electronically check the names of applicants for Fully Disclosed Accounts against the names on IBIE's database of names appearing on required governmental or SRO "watch lists" and shall maintain procedures for addressing any potential matches thereto. The Introducing Broker acknowledges that IBIE compiles its database from lists provided by third party sources and relies thereon and IBIE (including its affiliates) shall not be held liable for any errors or omissions in such lists. The Introducing Broker shall cooperate fully with any request made by IBIE or any regulatory or self-regulatory authority, organisation or body in their efforts to determine whether there is an actual match between an Introducing Broker's Client and a name on a relevant list or whether the account would be subject to any sanction or restriction. The Introducing Broker also shall implement any action determined by IBIE or such authorities to be necessary or appropriate under the circumstances.
- 22.2.3. **Surveillance and Suspicious Activity Reporting:** IBIE shall operate various automated surveillance programs that are designed to detect suspicious transactions and activity that may involve money laundering, terrorist activity or other illegal conduct. The actual systems and tools used by IBIE for these purposes may vary from time to time, at IBIE's discretion. Where IBIE believes that it is necessary or appropriate to do so, IBIE and/or its affiliates will file a report with appropriate authorities. By conducting such surveillance and filing such reports, IBIE does not thereby assume any responsibility of the Introducing Broker for conducting surveillance of the activity in the accounts of the Clients nor to report any suspicious activity therein under any other law or regulation.

22.3. **Liability and Indemnity:**

- 22.3.1 **Limitation on Liability:** IBIE and its affiliates shall not be liable under any circumstances for any loss or damages incurred by the Introducing Broker or Clients in relation to the verification of the identification of the Introducing Broker's Clients. Similarly, IBIE and its affiliates shall not be liable under any circumstances for any loss or damage incurred by the Introducing Broker or Clients as a result of its failure to detect particular suspicious transactions or account activity or patterns thereof. In no event shall any liability (with respect to IBIE's obligations under section 22.2) be imposed on IBIE or any of its affiliates, regardless of the form of action and damages suffered by the Introducing Broker exceed the highest aggregate monthly commissions and fees paid by introduced Clients to IBIE. Under no circumstances shall IBIE or any of its affiliates be liable for any punitive, indirect, incidental, special or consequential loss or damages, including loss of business, profits or goodwill.

23. **Event of Default:**

- 23.1. An "Event of Default" hereunder shall occur automatically, without notice from IBIE if: (a) the Introducing Broker breaches, repudiates, or defaults in any way on any agreement with IBIE; (b) IBIE, in its sole discretion, determines that it has sufficient grounds for insecurity with respect to the Introducing Broker's performance of any obligation to any person and, immediately after demand, the Introducing Broker fails to provide assurance of performance of the obligation satisfactory to IBIE; (c) any proceedings are commenced by or against the Introducing Broker under any bankruptcy, insolvency, relief of debtors, or similar law; (d) the Introducing Broker makes an assignment for the benefit of creditors; (e) a receiver, trustee, conservator, liquidator, or similar officer is appointed for the Introducing Broker or any of the Introducing Broker's property; (f) any of the Introducing Broker's representations to IBIE, whenever or wherever made, were misleading when made or later become untrue; (g) the Introducing Broker or any organisation of which the Introducing Broker is a member suspends or threatens to suspend the transaction of its usual business; (h) any proceeding is commenced with respect to any of the Introducing Broker's property or any such organisation; or (i) IBIE has reason to believe that any of the foregoing is likely to occur imminently.
- 23.2. The Introducing Broker absolutely and unconditionally agrees that, after the occurrence of an Event of Default, IBIE is authorised to terminate any or all of IBIE's (including its affiliates') obligations to the Introducing Broker for future performance.
- 23.3. The Introducing Broker shall indemnify IBIE and its affiliates, and hold IBIE and its affiliates, harmless for all actions, omissions, costs, expenses (including attorneys' fees), losses, penalties, claims or liabilities, which IBIE or its affiliates incur in connection with: (a) the exercise of any remedy, (b) the care of collateral and defending or asserting the rights and claims of IBIE or its affiliates in respect thereof, and (c) meeting any obligation of IBIE or its affiliates which it fails to perform by reason of an Event of Default.

24. **License to Use Interactive Software and Related Restrictions:** IBIE and/or its affiliates grant to the Introducing Broker and the Introducing Broker accepts a non-exclusive and non-transferable license to use their proprietary software to communicate with the Interactive System ("**Interactive Software**") and to utilise the services contemplated herein. Title to the Interactive Software shall remain the sole property of IBIE and its affiliates, including without limitation, all applicable rights to patents, copyrights and trademarks. The Introducing Broker shall secure and protect the Interactive Software in a manner consistent with the maintenance of IBIE's and its affiliates' ownership and rights therein and shall not sell, exchange, or otherwise transfer the Interactive Software to others. IBIE and its affiliates shall be entitled to obtain immediate injunctive relief against threatened breaches of the foregoing undertakings. The Introducing Broker shall not copy, modify, translate, decompile, reverse engineer, disassemble or otherwise reduce to a human readable form, or adapt, the Interactive Software or use it to create a derivative work, unless authorised in writing to do so by an officer of IBIE and confirmed by IBIE's secretary. Any updates, replacements, revisions, enhancements, additions or conversions to the Interactive Software supplied to the Introducing Broker by IBIE shall become subject to this Agreement.

25. **Liability and Indemnity:**

- 25.1. LIMITATION OF IBIE'S AND ITS AFFILIATES' LIABILITY TO THE INTRODUCING BROKER:
- 25.2. UNDER NO CIRCUMSTANCES SHALL IBIE OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING LOSS OF BUSINESS, PROFITS OR GOODWILL UNLESS ARISING DIRECTLY FROM ITS FRAUD OR CAUSING PERSONAL BODILY INJURY OR DEATH. IN NO EVENT SHALL IBIE'S LIABILITY, INCLUDING ITS AFFILAITES, REGARDLESS OF THE FORM OF ACTION AND DAMAGES SUFFERED BY THE INTRODUCING BROKER, EXCEED THE HIGHEST AGGREGATE MONTHLY COMMISSIONS AND FEES PAID BY INTRODUCED CLIENTS TO IBIE.

25.3. THE INTRODUCING BROKER ACCEPTS IBIE'S AND ITS AFFILIATE'S TECHNOLOGY, SOFTWARE (INCLUDING THE INTERACTIVE SOFTWARE) AND TRADING SYSTEM ("**INTERACTIVE SYSTEM**") "AS IS", AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION; TIMELINESS; FREEDOM FROM INTERRUPTION; OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. IBIE AND ITS AFFILIATES SHALL NOT BE LIABLE TO THE INTRODUCING BROKER BY REASON OF DELAYS OR INTERRUPTIONS OF SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THE INTERACTIVE SYSTEM, REGARDLESS OF CAUSE, INCLUDING, BUT NOT LIMITED TO, THOSE CAUSED BY HARDWARE OR SOFTWARE MALFUNCTION; GOVERNMENTAL, EXCHANGE OR OTHER REGULATORY ACTION; ACTS OF GOD; WAR; TERRORISM; OR IBIE'S OR ITS AFFILIATES' INTENTIONAL ACTS. THE INTRODUCING BROKER RECOGNISES THAT THERE MAY BE DELAYS OR INTERRUPTIONS IN THE USE OF THE INTERACTIVE SYSTEM, INCLUDING, FOR EXAMPLE, THOSE CAUSED INTENTIONALLY BY IBIE AND ITS AFFILIATES FOR PURPOSES OF SERVICING THE SYSTEM. THE INTRODUCING BROKER ACKNOWLEDGES THAT CLIENTS ARE RESPONSIBLE FOR MAINTAINING ALTERNATIVE TRADING ARRANGEMENTS IN ADDITION TO THEIR FULLY DISCLOSED ACCOUNT.

25.4. **Indemnification of IBIE by the Introducing Broker:** The Introducing Broker shall indemnify, defend and agree to hold IBIE, its affiliates, their respective successors and assigns, and their respective directors, officers, employees, contractors and agents ("**IBIE Indemnitees**") harmless from and against any and all claims, demands, proceedings, suits and actions, of any kind, made at any time, by any person or entity (including, but not limited to, Clients or regulatory or self-regulatory authorities) for any penalties, damages, costs, judgments, attorneys' fees or any other expenses incurred in connection with the Introducing Broker's actions or inactions involving the Fully Disclosed Accounts or any of the Clients or any other transaction or activity contemplated by this Agreement. Errors, misunderstandings, controversies or disputes involving former, current, or potential Clients of the Introducing Broker shall be the Introducing Broker's sole responsibility and liability. Notwithstanding the foregoing, the Introducing Broker shall not be obligated to indemnify IBIE for any penalties, damages, costs, judgments, attorneys' fees or other expenses that are incurred solely as a result of, solely arise out of, or are imposed solely due to IBIE's or its affiliates' fraud, wilful misconduct or gross negligence. These indemnification provisions shall remain operative and in full force after termination of this Agreement.

25.5. **Defence of Third Party Claims:** If within ten (10) business days after receiving written notice of any claim, demand, proceeding, suit or action with respect to which IBIE Indemnitees may have any claim to indemnification under this Agreement, the Introducing Broker shall fail to institute the defence of IBIE Indemnitees in connection with such claim, demand, proceeding, suit or action, or if thereafter the Introducing Broker shall fail diligently to prosecute such defence, IBIE shall have the right, but not the obligation, to defend such action. The costs and expenses, including reasonable attorneys' fees, associated with such a defence shall be borne by the Introducing Broker. Neither the exercise of the right to participate in or assume the responsibility for any such defence nor the failure to exercise such rights shall limit, in any way, IBIE Indemnitees' rights to indemnification under this Agreement. IBIE Indemnitees shall have the right to select its counsel in connection with any claim or proceeding for which indemnification is provided. The Introducing Broker shall not settle any claim, demand, proceeding, suit or action against IBIE Indemnitees without the prior written consent of IBIE Indemnitees.

26. **Relationship between the Parties:**

26.1. This Agreement does not, and shall not be deemed to, constitute a partnership or a joint venture between the Parties. Neither the Introducing Broker nor any of its officers, directors, employees, contractors or representatives are employees, contractors or agents of IBIE, nor shall they hold themselves out as such. The Introducing Broker has no authority to make any

representations or give any warranties on IBIE's behalf and shall not make any such representations or give any such warranties. The Introducing Broker shall have no authority to bind IBIE or any of its affiliates, or to enter into any agreement, understanding or commitment giving rise to any liability or obligation of any kind of IBIE or any of its affiliates.

26.2. Nothing in this Agreement shall be construed to prevent the Introducing Broker from competing with IBIE or to prevent the Introducing Broker from doing business with Clients exclusive of IBIE and outside the terms of this Agreement. Nothing in this Agreement shall be construed to prevent IBIE or its affiliates from competing with the Introducing Broker or to prevent IBIE or its affiliates from doing business with Clients exclusive of the Introducing Broker and outside the terms of this Agreement.

27. **Transfer of Accounts:** In the event of a potential transfer by IBIE of any positions in any Fully Disclosed Account pursuant to this Agreement, the Introducing Broker shall promptly provide IBIE with written notice of the name of the broker-dealer to whom such positions are to be transferred, the anticipated date on which it shall commence acting as executing and/or clearing broker with respect to the Fully Disclosed Account and the name of the individual within that organisation that IBIE can contact to coordinate the transfer.

28. **Termination of the Agreement:**

28.1. Either party may terminate this Agreement and/or the Introducing Broker's use of the Interactive System at any time, in its sole discretion upon providing written notice to the other. The Introducing Broker shall provide written notice to IBIE by either: (a) email; or (b) by post. The Introducing Broker shall send the written notice by email to: compliance@interactivebrokers.ie. The Introducing Broker shall send the written notice by post to IBIE's registered address at 10 Earlsfort Terrace, Dublin 2, D02 T380. The Introducing Broker shall mark the email or letter for the attention of the IBIE General Counsel. Termination of this Agreement shall not be deemed to terminate the agreements in effect between IBIE and/or its affiliates and the Clients, or the Fully Disclosed Accounts of the Clients.

28.2. Termination of this Agreement shall not release the Parties from any liability or responsibility with respect to transactions occurring prior to the effective date of such termination, whether or not claims relating to such transaction shall have been made before or after such termination.

28.3. Sections 22, 23.3, 24 and 26 shall survive any termination of this Agreement.

29. **Treatment of Clients with Fully Disclosed Accounts:** IBIE shall treat the Clients as Retail Clients, as defined under the European Union (Markets in Financial Instruments) Regulations 2017, unless Clients have been specifically notified in writing to the contrary.

30. **Complaints:** All formal complaints should be made using one of the following means: (i) by WebTicket in Account Management on the IBIE website; (ii) by letter to Complaints Handling, Compliance Department, Interactive Brokers Ireland Limited, Dublin Landings, North Wall Quay, Dublin 1, Ireland; or (iii) by email to complaints@interactivebrokers.ie. A summary of the IBIE Internal Complaint Handling Procedures can be found on the IBIE website.

31. **Out-of-Court Complaint Resolution:** The Financial Services and Pensions Ombudsman ("FSPO") is the statutory out-of-court complaints resolution body in Ireland. Customers of a regulated financial service provider who satisfy prescribed eligibility criteria may be able to make a complaint to the FSPO. In order to meet the eligibility criteria, a customer must come within the definition of a "complainant" as defined under Section 2(1) of the Financial Services and Pensions Ombudsman Act 2017. Please refer to the FSPO's website at www.fspo.ie for further information. You can contact the FSPO at Lincoln House, Lincoln Place, Dublin D2 D02 VH29, by email at info@fspo.ie or by telephone at +353 (0)1 567 7000. If the Introducing Broker is incorporated outside of Ireland, please refer to FIN-NET. FIN-NET is a Europe-wide network of financial ombudsmen and consumer complaints organisations. Further information can be found at <https://ec.europa.eu>.

32. **Language:** The Introducing Broker agrees to the provision of this Agreement in English and represents that the Introducing Broker understands all of the terms and conditions contained herein.
33. **Applicable Laws; Jurisdiction; Service of Process:** This Agreement and any dispute, action, proceedings or claim of whatever nature arising out of or in connection with this Agreement and/or its formation, validity, existence or termination (including any non-contractual disputes, actions, proceedings or claims) (each a “**Dispute**”) shall be governed by and construed in all respects in accordance with the laws of Ireland.
- 33.1. For the benefit of IBIE, and subject to Clause 4.3, the parties irrevocably agree that the Courts of Ireland shall have exclusive jurisdiction to hear, settle and/or determine any Dispute. For these purposes, the Introducing Broker hereby irrevocably and unconditionally submits itself to the jurisdiction of the Courts of Ireland and waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any Dispute brought in the Irish courts. The Introducing Broker further hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Dispute brought in any such court has been brought in an inconvenient forum.
- 33.2. Nothing in Clause 4.2 limits the right of IBIE to bring a Dispute against the Introducing Broker in the courts having jurisdiction in the place where the Introducing Broker has its seat or in any jurisdiction where a harm to IBIE has occurred or is occurring. For these purposes, the Introducing Broker irrevocably and unconditionally agrees to submit itself to the jurisdiction of such courts. The Introducing Broker also waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any Dispute brought in such jurisdiction and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Dispute brought in any such court has been brought in an inconvenient forum.
- 33.3. The Introducing Broker irrevocably and unconditionally agrees to accept service of process regarding any Dispute brought in any court identified above by first class mail or courier service delivered to its address specified at Clause 43 below. If the Introducing Broker changes its address it shall notify IBIE immediately and the Introducing Broker shall thereafter accept service of process as specified herein at its new address.
- 33.4. The Introducing Broker expressly agrees that, IBIE shall, whenever useful or necessary, be entitled to prove its allegations by any means legally admissible in commercial matters, such as through the use of witness statements or affidavits.
34. **Entire Agreement:** The Parties acknowledge that they have not made any oral or written representations or warranties other than the written representations set forth herein. This Agreement supersedes any prior agreement executed by the Parties.
35. **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 IBIE and confirmed, in writing, by IBIE’s secretary.
36. **Captions:** Captions are provided herein for convenience only and are not of substantive effect.
37. **Counterparts:** This Agreement may be executed in counterparts, and all counterparts so executed shall constitute one agreement, binding on the Parties hereto, notwithstanding that the Parties are not signatories to the same counterpart.
38. **No Waiver:** The failure of either party to enforce, at any time, or for any period, any one or more of the terms or conditions of this Agreement or to exercise any right, remedy or privilege shall not be a waiver of such terms, conditions, rights, remedies or privileges or of the right, at any time subsequently, to enforce all terms and conditions of this Agreement or to exercise such rights, remedies or privileges. The enumeration in this Agreement of specific remedies available to IBIE shall not be exclusive of any other remedies.

39. **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.
40. **Successors and Assigns; Third Party Rights**: This Agreement and all of rights and liabilities hereunder shall be binding upon the Parties' respective successors and permitted assigns. All or part of the rights and obligations of IBIE under this Agreement may be assigned by IBIE to any affiliate or to another duly registered broker-dealer or futures commission merchant. No assignment may be made by the Introducing Broker without the prior, written consent of IBIE. All of IBIE's rights and remedies and any limitations on liability hereunder shall inure to the benefit of IBIE's affiliates and they are hereby designated as third party beneficiaries to this Agreement.
41. **Lien**: The Introducing Broker grants IBIE and its affiliates a lien on all property held at any time by IBIE or its affiliates to secure any the Introducing Broker indebtedness or obligation to IBIE or its affiliates, and IBIE or its affiliates, without notice to the Introducing Broker, may use, transfer or sell any or all of such property to enforce its lien.
42. **Consent to Accept Electronic Communications**: By entering into this Agreement, the Introducing Broker consents to the receipt of electronic records and communications regarding all the Introducing Broker transactions and dealings with IBIE, including confirmations, account statements, messages, and notices of any kind. Electronic records and communications may be sent to the Introducing Broker's Trader Workstation, through a Computer-to-Computer Interface or to the Introducing Broker's email address. The Introducing Broker may withdraw such consent at any time by hard copy letter delivered via Federal Express or other overnight courier to Director of Compliance, Interactive Brokers Ireland Limited, 10 Earlsfort Terrace, Dublin 2 D02 T380, Ireland.