



Agreement for Advisors Providing Services to Interactive Brokers Ireland Limited Customers

This Agreement is entered into between Interactive Brokers Ireland Limited ("**IBIE**") and the Advisor ("**Advisor**").

IBIE is incorporated and registered in Ireland with company number 657406 whose registered office is at 10 Earlsfort Terrace, Dublin 2, D02 T380, Ireland. IBIE is regulated by the Central Bank of Ireland ("**CBI**"). IBIE is included in the CBI's register of authorised firms under number 4602839. The CBI's address is New Wapping Street, North Wall Quay, Dublin 1 D01 F7X3.

WHEREAS, IBIE provides brokerage services to customers;

WHEREAS, The Advisor provides investment advisory services (as advisor or sub-advisor) relating to securities, futures, forex and/or other investment products to its advisees or its clients that are also customers of IBIE ("**Participating Customers**");

NOW THEREFORE, for and in consideration of the promises and mutual agreements set forth herein, IBIE and the Advisor agree as follows:

1. Establishment of IBIE-Advisor Arrangement: The Advisor shall provide, on at least an annual basis, information to IBIE regarding the Advisor's business and its registration or authorisation status with applicable regulatory authorities, in addition to any other relevant information that IBIE may request from time-to-time. The Advisor represents and warrants that all information provided is true and correct to the best of the Advisor's knowledge.
2. Participating Customer Account Opening: The Advisor's clients may apply for IBIE brokerage accounts, which shall be accepted or rejected by IBIE in its sole discretion. In order to facilitate the account opening process, the Advisor may provide certain required information regarding the Advisor's clients and the Advisor may forward to IBIE account opening documents completed by the Advisor's clients. The Advisor represents and warrants that all information provided by the Advisor to IBIE regarding its clients is true and correct to the best of the Advisor's knowledge and that any account opening documents forwarded to IBIE by the Advisor shall have been properly reviewed and executed by the client and shall be unaltered and in their original form as received by the Advisor. Upon request, the Advisor will provide to IBIE a true and correct copy of the advisory agreement in effect between the Advisor and the client (the "**Advisory Agreement**") and/or power of attorney or other documents authorising the Advisor to direct trading in the client's IBIE account.
3. Advisory Fees:
 - A. IBIE will allow Participating Customers to request that IBIE deduct from their IBIE accounts the advisory fees (and/or sub-advisory fees) (collectively, "**Advisory Fees**"). In such cases, the Advisor or the client shall provide to IBIE the relevant fee arrangements and method of calculating the Advisory Fees that the client has agreed to pay to the Advisor. Where the Advisory Fees are to be deducted from the client's IBIE account, the Advisor acknowledges that IBIE may only process such fees once it has received the information regarding calculation of fees from the Advisor or the client and that IBIE shall not be liable for any delay in processing fees arising due to Advisor's or the client's failure to inform IBIE of the relevant arrangements.

- B. The Advisor represents and warrants that all Advisory Fees charged by the Advisor to any client have been or will be fully disclosed to the client and are consistent with the Advisory Agreement between the Advisor and the client (or the sub-advisory agreement between the Advisor and the primary Advisor). The Advisor further represents and warrants that its Fees shall be reasonable and shall comply with all applicable laws and regulations of any relevant jurisdiction and the rules of any regulatory authority or self-regulatory organisation to which Advisor is subject ("**Laws and Regulations**").
 - C. IBIE's only liability to pay funds to the Advisor under this Agreement is to pay Advisory Fees that IBIE actually has deducted from Participating Customer accounts. The Participating Customer remains solely liable to the Advisor for such Fees and the Advisor specifically acknowledges that IBIE may be unable to deduct the Advisory Fees under certain circumstances and that in such case IBIE has no liability to the Advisor for uncollected Fees. These circumstances include but are not limited to: (i) if there are or will be insufficient funds in a Participating Customer's IBIE account to cover the Advisory Fees; (ii) if deduction of the Advisory Fees would, or might in IBIE's sole judgment, cause the account to have insufficient equity to cover margin requirements or other obligations of the Participating Customer to IBIE; (iii) if there is a dispute between the Participating Customer and the Advisor regarding the Advisory Fees, or if there is any dispute between or among any of the Participating Customer, Advisor and IBIE regarding this Agreement or Advisor's or IBIE's provision of advisory or brokerage services, respectively, to the Participating Customer; (iv) if the Participating Customer has closed its IBIE account or if IBIE has terminated the Participating Customer's account; (v) if there is any doubt in IBIE's sole judgment as to whether a Participating Customer has authorised deduction of the Advisory Fees from its account; or (vi) if, in IBIE's judgment, Advisor has violated any provision of this Agreement, the Advisory Agreement with the Participating Customer, applicable sub-advisory agreements, or applicable Laws and Regulations.
 - D. If IBIE deducts Advisory Fees from the account of a Participating Customer and a dispute arises as to whether such fees were owed by the Participating Customer to Advisor, or if IBIE has other reason to believe that such funds should not be remitted to Advisor, IBIE may elect at its sole discretion to return such Fees to the Participating Customer's account, in which case the Advisor is responsible for collecting such Fees if they are owed. The Advisor agrees to return to IBIE immediately any funds of any kind erroneously or improperly remitted to Advisor by IBIE, and the Advisor grants a lien (in the amount of any funds owed to IBIE by the Advisor) to IBIE against any other funds of the Advisor held by IBIE.
 - E. The Advisor will provide immediate written notice to the attention of the IBIE Compliance Department in the event of any oral or written complaint made by any Participating Customer relating in any way to the Advisory Fees or to any of the Advisor's or IBIE's activities under the arrangement contemplated by this Agreement. The Advisor shall provide this written notice by way of email, to be marked for the attention of the IBIE Compliance Department, to Compliance@interactivebrokers.ie.
4. Material Changes in Participating Customer or Advisor Information; Termination of Account:
- A. The Advisor will provide immediate written notice to IBIE in the event of any change in the Advisory Fees governing a Participating Customer account or in the event that any Participating Customer terminates its relationship with the Advisor or wishes to terminate its relationship with IBIE. The Advisor shall provide this written notice by emailing the IBIE Customer Services at help@interactivebrokers.com.
 - B. The Advisor will provide immediate written notice to IBIE, by way of email, of any change in any information previously provided to IBIE regarding any Participating Customer, including but not limited to: (i) changes in information regarding the Participating Customer's financial status or investment objectives or (ii) the death or incapacitation of the Participating Customer. In the event of any change in a Participating Customer's Advisory Agreement or change in the power of attorney

documents governing the Participating Customer's account, the Advisor shall promptly provide to IBIE a true, correct and complete copy of the revised Agreement or documents. The email, marked for the attention of the IBIE Compliance Department, shall be sent by the Advisor to Compliance@interactivebrokers.ie.

- C. The Advisor will provide immediate written notice by email to the attention of the IBIE Compliance Department in the event of any change in the Advisor's registration, authorisation or regulatory status, including but not limited to any lapse in registration or licensing or any change or any suspension or bar or other adverse regulatory action affecting Advisor, or any change in the information provided by the Advisor to IBIE in accordance with Clause 1 above. If the Advisor is currently exempt from registration or licensing requirements under the Laws and Regulations, the Advisor will immediately notify IBIE by way of email if the Advisor ceases to be eligible for such exemption. The email, marked for the attention of the IBIE Compliance Department, shall be sent by the Advisor to Compliance@interactivebrokers.ie.

5. Compliance with Laws and Regulations:

- A. The Advisor represents and warrants that the Advisor or the Advisor's counsel has examined applicable Laws and Regulations to determine whether the Advisor is required to be registered or licensed with appropriate regulatory authorities to provide investment advice and to direct trades in Participating Customers' accounts. The Advisor certifies that, if it is required to be registered, authorised or licensed, it is so registered, authorised or licensed and will remain so during the duration of this Agreement. If the Advisor has determined that it is not required to be registered or licensed, the Advisor certifies that this determination has been made in good faith based on all facts and circumstances known to the Advisor.
- B. The Advisor is solely responsible for complying with all Laws and Regulations governing its provision of the advisory services to Participating Customers, and IBIE specifically disclaims any responsibility for such compliance. Among other things, the Advisor is solely responsible for: (i) determining whether the Advisor and/or its employees is required to be registered, authorised or licensed with appropriate regulatory authorities, and complying with any registration requirements; (ii) satisfying fiduciary obligations to its advisory clients; (iii) proper disclosure of material facts regarding the advisory services it provides; (iv) proper recordkeeping and reporting regarding the advisory services; (v) compliance with custody rules governing advisors; and (vi) compliance with anti-money laundering rules governing advisors. The Advisor represents that it is now, and will remain, in material compliance with all applicable Laws and Regulations in connection with the activities contemplated by this Agreement.
- C. If the Advisor signing this Agreement is a primary Advisor to a Participating Customer account and has appointed or contracted one or more sub-advisors to provide sub-advisory services for the account, the Advisor represents: (i) that any sub-advisors have been appointed pursuant to a valid sub-advisory agreement, a copy of which will be produced to IBIE upon request; (ii) that the Advisor's agreement with Participating Customer allows the appointment of sub-advisors with the authority to exercise discretion in Participating Customer's account; (iii) that the Advisor has exercised reasonable due diligence and care in selecting sub-advisors (including but not limited to determining whether sub-advisors are required to be registered or licensed and confirming that they are so registered or licensed if required); (iv) that the Advisor will monitor the actions and trading decisions of sub-advisors on a frequent and ongoing basis to ensure that they are lawful and appropriate and consistent with the financial objectives and circumstances of the client; and (v) that any sub-advisory fees charged by sub-advisors are lawful and reasonable and consistent with the applicable Advisory Agreement with Participating Customer (and that the total fees charged by Advisor and any sub-advisors to the Participating Customer are also lawful and reasonable and consistent with the applicable Advisory Agreement with Participating Customer).

- D. If the Advisor signing this Agreement is a sub-advisor that has been appointed by a primary Advisor to a Participating Customer account to provide sub-advisory services for the account, the Advisor represents that the Advisor has been appointed pursuant to a valid sub-advisory agreement, a copy of which will be produced to IBIE upon request.
- E. Any applicable data protection legislation is referred to herein as “**Data Protection Legislation**”. The disclosure and processing of personal data for the purpose of facilitating the performance of or providing the advisory services for Participating Customers is herein referred to as “Service Processing”. Each party shall comply at all times with their corresponding obligations under Data Protection Legislation.
- F. If, and to the extent, any Service Processing is subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**GDPR**”), the parties acknowledge and agree that they each act as independent controllers (as such term is defined in the GDPR) in respect of such data (referred to herein as “**GDPR Personal Data**”). Each party acknowledges and agrees that the GDPR Personal Data is shared for the purpose of the parties complying with their respective obligations under this Agreement. Each party agrees that it shall process such GDPR Personal Data in compliance with its applicable obligations under data protection legislation.
- G. The parties agree to provide each other, to the extent reasonably required by reference to the nature of the processing by the parties, with relevant information and mutual assistance and shall put in place measures for effective cooperation with one another in order to address requests from individuals in relation to any Service Processing.

6. Relationship Between the Advisor and IBIE:

- A. The Advisor acknowledges that IBIE does not and will not solicit trades or provide trading, investment or tax advice of any kind to Participating Customers. IBIE has no duty to supervise or review the Advisor's actions or recommendations. IBIE's provision of brokerage services to Participating Customers and its deduction of Advisory Fees does not in any way represent an endorsement of the Advisor's services or of any particular recommendations or advice or actions of the Advisor, and the Advisor shall not make any statements or representations stating or implying that IBIE has reviewed or approved of the Advisor, its services or any recommendations or advice or actions of the Advisor. The Advisor bears sole responsibility for resolving any and all claims, questions, complaints or disputes of any kind by Participating Customers regarding the Advisor's provision of investment advisory services (including specific conduct, advice or recommendations of Advisor or any sub-advisor) or the Advisor's activities under this Agreement.
- B. The Advisor acknowledges that:
 - (i) IBIE reserves the right in its sole discretion, to refuse to honour particular instructions from the Advisor, or to no longer honour instructions from the Advisor and, to the extent permitted by applicable law, shall promptly notify the client if it does so;
 - (ii) IBIE has no obligation to inform the Advisor or the client of the reason that IBIE has not honoured instructions from the Advisor;
 - (iii) all information provided by the Advisor under this Agreement, in any instruction form or otherwise provided to IBIE in the application process, is subject to verification; and
 - (iv) the client has authorised IBIE to verify all information through the use of credit agencies or reasonable means.

- C. The Advisor shall promptly provide to IBIE any information reasonably requested by IBIE concerning the management of the account(s) or compliance with the client authorisation. This provision shall not be read to imply that IBIE has any duty to supervise or monitor the Advisor's management of customer's account(s) or compliance with applicable law.
 - D. All claims, questions or disputes regarding IBIE's provision of brokerage services or regarding IBIE's execution of particular trades must be referred to IBIE. The Advisor has no authority to decide or resolve such claims, questions or disputes on IBIE's behalf.
 - E. Neither the Advisor nor any officers, directors or employees of Advisor are employees or agents or associated persons of IBIE, nor shall they hold themselves out as such. Advisor has no authority, and shall not make any representations or give any warranties on IB IE's behalf. Advisor 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.
 - F. This Agreement does not and shall not be deemed to constitute a partnership or joint venture between the parties, and neither party nor any of its respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other.
 - G. The Advisor acknowledges that the customer agreements entered between IBIE and IBIE customers do not confer any rights on Advisor, nor does IBIE have any liability or obligation whatsoever to Advisor arising from any IBIE customer agreement.
7. Intellectual Property: The Advisor acknowledges all right, title, copyright and other interest in and to any part of or all of the IBIE Trader Workstation and any other IBIE systems, software or technologies shall at all times remain the sole and exclusive property of IBIE or its affiliates.
8. Liability and Indemnity:
- A. The Advisor hereby indemnifies and agrees to hold IBIE and its affiliates, and its and their successors and assigns, and its and their directors, officers and employees ("**IB Indemnitees**") harmless against any and all penalties, damages, costs, judgments, attorney's fees or any other expenses incurred in connection with any and all claims of any kind against IBIE by customers, prospective customers, Participating Customers, civil or regulatory authorities or any other third parties, which relate to:
 - (i) any breach by the Advisor of this Agreement or other agreements with IBIE and/or Participating Customer (including but not limited to the Advisory Agreement); or
 - (ii) the Advisor's provision of investment advisory services (including specific conduct, advice, trades or recommendations of Advisor) to any Participating Customer or the Advisor's activities under this Agreement.
 - B. If the Advisor signing this Agreement is a primary Advisor to a Participating Customer account and has appointed or contracted one or more sub-advisors to provide sub-advisory services for the account, the Advisor indemnifies and agrees to hold the IB Indemnitees harmless against any and all penalties, damages, costs, judgments, attorney's fees or any other expenses incurred in connection with any and all claims of any kind against IBIE by customers, prospective customers, Participating Customers, civil or regulatory authorities or any other third parties, which relate to sub-advisor's actions, conduct, advice, trades or recommendations in connection with any IBIE customer account for which Advisor has appointed or contracted sub-advisor. This indemnity provision is applicable regardless of whether or not Advisor exercised proper diligence and care in selecting and monitoring the activities of the sub-advisor.
 - C. If within ten (10) business days after receiving written notice of any claim, demand, proceeding, suit or action with respect to which IB Indemnitees may have any claim to

indemnification under this Agreement, the Advisor shall fail to institute the defence of the IB Indemnitee in connection with such claim, demand, proceeding, suit or action, or if thereafter the Advisor shall fail diligently to prosecute such defence, the IB Indemnitee 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 Advisor. 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, the IB Indemnitee's rights to indemnification under this Agreement. The Advisor shall not settle any claim, demand, proceeding, suit or action against an IB Indemnitee without the prior written consent of the IB Indemnitee. In any claim, demand, proceeding, suit or action with respect to which IB Indemnitees may have any claim to indemnification under this Agreement, whether the defence is instituted by the Advisor or by the IB Indemnitee, the IB Indemnitee shall have the right to select its preferred counsel, whose costs along with all other costs of defence shall be borne by the Advisor.

- D. Errors, misunderstandings or controversies between the Advisor (and/or any sub-advisors) and Participating Customers shall be the Advisor's (and/or any sub-advisors') sole responsibility and liability.
- E. IBIE's liability in any action, proceeding or claim arising out of this Agreement or any breach thereof, and Advisor's remedy, shall be limited to any actually collected and properly owed Advisory Fees. IBIE shall not be liable under any circumstances for loss of profit or any direct, indirect, incidental, special, exemplary, punitive or consequential damages.
- F. The liability and indemnity provisions herein shall remain operative and in full force after termination of this Agreement.

9. Trade Confirmations and Account Statements

In circumstances where a Participating Customer(s) requests that IBIE send and/or provide access to all trade confirmations and account statements directly to the Advisor, the Advisor hereby agrees to ensure that the Participating Customer(s) shall promptly receive or have access to a copy of any and all trade confirmation(s) and account statement(s) that the Advisor will receive from IBIE during the course of providing investment advisory service(s) to Participating Customers. If the Advisor ceases to provide any investment advisory service(s) to a Participating Customer(s), and receives any trade confirmation(s) and/or account statement(s) subsequent to the cessation of providing any investment advisory service(s) to a Participating Customer(s), the Advisor shall ensure that the Participating Customer(s) receives a copy of any such trade confirmation(s) and/or account statement(s).

10. Miscellaneous:

- A. For the avoidance of doubt all references to the "Advisor" in this Agreement shall mean, as applicable, the primary Advisor to a Participating Customer account or any sub-advisor that has been appointed or contracted for the account. All obligations of the "Advisor" under this Agreement shall apply jointly and severally and with full force to the primary Advisor and all sub-advisors appointed or contracted by that primary Advisor unless expressly indicated otherwise.
- B. 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 action against the Advisor before any other court having jurisdiction under ordinary rules of procedure, in particular according to the applicable jurisdiction rules of the relevant European regulation or applicable convention.
- C. The Advisor agrees to the provision of this Agreement in English and represents that the Advisor understands all of the terms and conditions contained herein.

- D. Either party may terminate this Agreement immediately upon written notice to the other party. IBIE may terminate its provision of brokerage services with respect to any particular Participating Customer at any time without prior notice to the Advisor.
- E. This Agreement is non-exclusive and nothing in this Agreement shall prevent Advisor from utilising the services of other brokerage firms or recommending that its customers do so, and nothing in this Agreement shall prevent IBIE from providing services to customers of other investment advisors.
- F. This Agreement constitutes the entire understanding of the parties as to its subject matter. The parties acknowledge that they have not relied upon any oral or written representation of the other or the other's employees or agents and have made their own independent investigations into all relevant matters. This Agreement may not be modified except in writing signed by the party against whom such modification shall be asserted.
- G. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their 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 of IBIE or of the Interactive Brokers Group, without the consent of the Advisor, but no other assignment may be made by either party without the written consent of the other, which shall not be unreasonably withheld.
- H. 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 shall not be a waiver of such terms or conditions or of the right at any time subsequently to enforce all terms and conditions of this Agreement. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby.