

## Agreement for Family Representative to Provide Non-Advisory Services to InteractiveBrokers Ireland Limited Family Account

This Agreement is entered into between Interactive Brokers Ireland Limited ("**IBIE**") and the authorised representative of the IBIE Family Account ("**Family Representative**" or "**you**" or "**your**").

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**, you provide administrative and management services (as the Family Representative) relating to securities, futures, forex and/or other investment products to certain of your family members and/or your family members' investment vehicles ("**Family Account**") 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 you agree as follows:

1. Establishment of IBIE Family Representative Arrangement: In order for IBIE to establish an arrangement with you, you represent and warrant on a continuing basis that:
  - A. you have entered into a valid and continuing administration and management agreement with the Participating Customer ("**Family Representative Agreement**") authorising you to administer, manage and/or direct trading in the Participating Customers' IBIE account(s) and/or you have entered into a valid and continuing power of attorney or other documents authorising you to manage and/or direct trading in the Participating Customers' IBIE account(s);
  - B. you have or your counsel has examined all applicable laws and regulations of any relevant jurisdiction and the rules of any regulatory authority or self-regulatory organisation to which you are subject ("**Laws and Regulations**") to determine that: (i) based on all facts and circumstances known to you, you are exempt from registration or licensing requirements under the Laws and Regulations in relation to the provision of administration and management services relating to the Participating Customers' and (ii) you are not required to be registered or licensed with appropriate regulatory authorities to provide administration or to manage and/or direct trades in the Participating Customers' IBIE account(s);
  - C. you, or anyone on your behalf, are not: (i) charging any fees or commission or (ii) receiving any fees, commission, compensation or any other benefits in relation to the provision of administration and management services referred to in Clause 1.A above;
  - D. the provision of administration and management services referred to in Clause 1.A above will not be carried out by way of business;
  - E. you are 18 years of age or older;
  - F. you have at no time acted outside of your authority granted by the Participating Customers; and
  - G. any information supplied by you, or on your behalf, to IBIE is true and correct to the best of your knowledge.
2. Participating Customer Account Opening: Members of the Family Account 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,

you may provide certain required information regarding the Family Account and you may forward to IBIE account opening documents completed by members of the Family Account. You represent and warrant that all information provided by you, or on your behalf, to IBIE regarding the Family Account is true and correct to the best of your knowledge and that any account opening documents forwarded to IBIE by you, or on your behalf, shall have been properly reviewed and executed by the members of Family Account and shall be unaltered and in their original form as received by you. Upon request, you will promptly provide to IBIE a true and correct copy of the Family Representative Agreement and/or power of attorney or other documents authorising you to direct trading in the Family Account.

3. No Family Representative Fees:

- A. IBIE will not allow Participating Customers to request that IBIE deduct from their IBIE accounts any administration or management fees or any other fees payable to you or payable to another party to receive payments on your behalf ("**Family Representative Fees**").
- B. IBIE does not have any liability to pay funds to you under this Agreement or under any other agreement in relation to Participating Customers' IBIE account(s).
- C. You 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 Family Representative Fees or to any of your or IBIE's activities under the arrangement contemplated by this Agreement. You shall provide this written notice by way of email, to be marked for the attention of the IBIE Compliance Department, to [Compliance@interactivebrokers.ie](mailto:Compliance@interactivebrokers.ie).

4. Material Changes in Participating Customers or Family Representative Information; Termination of Account:

- A. You will provide immediate written notice to IBIE in the event that any Participating Customer terminates its relationship with you or wishes to terminate its relationship with IBIE. You shall provide this written notice by emailing the IBIE Customer Services at [help@interactivebrokers.com](mailto:help@interactivebrokers.com).
- B. You 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 Family Representative Agreement or change in the power of attorney documents governing the Participating Customer's account, you shall promptly provide to IBIE a true, correct and complete copy of the revised Family Representative Agreement or documents. The email, marked for the attention of the IBIE Compliance Department, shall be sent by you to [Compliance@interactivebrokers.ie](mailto:Compliance@interactivebrokers.ie).
- C. You will provide immediate written notice by email to the attention of the IBIE Compliance Department in the event of any change in circumstances or otherwise, which may result in the representations and warranties given by you in Clause 1 above becoming inaccurate or incorrect or any change or any suspension or bar or other adverse regulatory action affecting you, or any change in the information provided by you, or on your behalf, to IBIE. The email, marked for the attention of the IBIE Compliance Department, shall be sent by you to [Compliance@interactivebrokers.ie](mailto:Compliance@interactivebrokers.ie).

5. Compliance with Laws and Regulations:

- A. You are solely responsible for complying with all Laws and Regulations governing your provision of the administration and management services to Participating Customers, and IBIE specifically disclaims any responsibility for such compliance. Among other things, you are solely responsible for: (i) determining whether you are required to be registered, authorised or licensed with appropriate regulatory authorities, and complying with any registration requirements; (ii) satisfying fiduciary obligations to your Family Account; (iii) proper disclosure of material facts regarding the administration and management services you provide; (iv) proper recordkeeping and reporting regarding the administration and management services; (v) compliance with custody rules; and (vi) compliance with anti-money laundering rules. You represent that you are now, and will remain, in material compliance with all applicable Laws and Regulations in connection with the activities contemplated by this Agreement.
- B. 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 administration and management 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.

- C. 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.
- D. 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.
- E. Each party hereto shall adopt, implement and maintain appropriate technical and organizational measures having regard to the risks inherent in the Service Processing in order to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data.
- F. The parties hereto shall promptly notify each other, in writing, of any security incident impacting Service Processing which results in unauthorized, accidental or unlawful disclosure, destruction, loss or alteration of personal data. The parties shall provide each other with relevant information and mutual assistance. Mutual assistance shall cover, in particular, taking appropriate measures to address the incident and, where appropriate, mitigating its possible adverse effects, performing a root cause analysis. The parties shall provide reasonable cooperation and information to assist each other with their respective notification obligations.

6. Relationship Between the Family Representative and IBIE:

- A. You acknowledge 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 your actions or recommendations. IBIE's provision of brokerage services to Participating Customers does not in any way represent an endorsement of your services or of any particular recommendations or actions of you, and you shall not make any statements or representations stating or implying that IBIE has reviewed or approved of you, your services or any recommendations or actions of you. You bear sole responsibility for resolving any and all claims, questions, complaints or disputes of any kind by Participating Customers regarding the provision of your administration and management services (including your specific conduct or recommendations) or your activities under this Agreement.
- B. You acknowledge that:
  - (i) IBIE reserves the right in its sole discretion, to refuse to honour particular instructions from you, or to no longer honour instructions from you and, to the extent permitted by applicable law, shall promptly notify the Family Account if it does so;
  - (ii) IBIE has no obligation to inform you or the Family Account of the reason that IBIE has not honoured instructions from you;
  - (iii) all information provided by you under this Agreement, in any instruction form or otherwise provided to IBIE in the application process, is subject to verification; and
  - (iv) the Family Account has authorised IBIE to verify all information through the use of credit agencies or reasonable means.
- C. You shall promptly provide to IBIE any information reasonably requested by IBIE concerning the management of the account(s) or compliance with the Family Account' authorisation. This provision shall not be read to imply that IBIE has any duty to supervise or monitor your management of Participating Customers' 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. You have no authority to decide or resolve such claims, questions or disputes on IBIE's behalf.

- E. You are not an employee or agent or associated person of IBIE, nor shall you hold yourself out as such. You have no authority, and shall not make any representations or give any warranties on IBIE's behalf. You 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. You acknowledge that the customer agreements entered between IBIE and IBIE customers do not confer any rights on you, nor does IBIE have any liability or obligation whatsoever to you arising from any IBIE customer agreement.
7. Intellectual Property: You acknowledge 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. You hereby indemnify and agree 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 you of this Agreement or other agreements with IBIE and/or Participating Customers (including but not limited to the Family Representative Agreement); or
    - (ii) your provision of administration and management services (including your specific conduct, trades or recommendations) to any Participating Customer or your activities under this Agreement.
  - B. 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, you shall fail to institute the defence of the IB Indemnitee in connection with such claim, demand, proceeding, suit or action, or if thereafter you 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 you. 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. You 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 you 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 you.
  - C. Errors, misunderstandings or controversies between you and Participating Customers shall be your sole responsibility and liability.
  - D. IBIE shall not be liable to you under any circumstances for loss of profit or any direct, indirect, incidental, special, exemplary, punitive or consequential damages in any action, proceeding or claim arising out of this Agreement or any breach thereof.
  - E. 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 you, you hereby agree 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 you will receive from IBIE during the course of providing administration and management service(s) to Participating Customers. If you cease to provide any administration and management 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 administration or management service(s) to a Participating Customer(s), you shall ensure that the Participating Customer(s) receives a copy of any such trade confirmation(s) and/or account statement(s).

10. Miscellaneous:

- A. 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 Family Representative 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.
- B. You agree to the provision of this Agreement in English and represent that you understand all of the terms and conditions contained herein.
- C. 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 you.
- D. This Agreement is non-exclusive and nothing in this Agreement shall prevent you from utilising the services of other brokerage firms or recommending that the Family Account do so, and nothing in this Agreement shall prevent IBIE from providing services to the Family Account of another Family Representative or customers of investment advisors.
- E. 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.
- F. 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 you, but no other assignment may be made by either party without the written consent of the other, which shall not be unreasonably withheld.
- G. 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.