



## Interactive Brokers Ireland Limited Family Account Trading Authorisation Form

Discretionary Trading Authorisation for the authorised representative of the Interactive Brokers Ireland Limited Family Account ("Family Representative") Request to Send and/or Provide Access to Trade Confirmations and Account Statements to the Family Representative This agreement ("Agreement") is between Interactive Brokers Ireland Limited ("IBIE") and its client ("you" or "your"). This Agreement may be used to designate a Family Representative to administer and manage your account(s) with IBIE ("Family Account"). The designated Family Representative will be able to:

1. Execute trades;
2. Deposit and withdraw money to and from your account(s) (all withdrawals will be in your name);
3. Request information (from IBIE and/or you);
4. Receive account statements and confirmations;
5. Change certain of your information; and
6. Generally administer and manage your account(s) as specified below.

Your Family Representative must be an approved participant in IBIE's Family Account. For more information on the IBIE Family Account, please go to [www.interactivebrokers.ie](http://www.interactivebrokers.ie).

Your Information: Account(s): {{account\_id}}

Name of Account Holder: {{account\_name}}

Family Representative Information:

Name of Family Representative: {{family\_representative}}

Terms and Conditions:

### 1. General:

The terms and conditions of this Agreement supplement the provisions of all other agreements between IBIE and you or the Family Representative. The terms of the IBIE customer agreement entered into between you and IBIE will apply to all orders and transactions entered into by the Family Representative on your behalf.

2. Delivering Trade Confirmations and Account Statements to Family Representative: You may request that IBIE send and/or provide access to all trade confirmations and account statements directly to the Family Representative, and not to you directly. You may change or terminate this instruction pursuant to Section 9 of this Agreement.

### 3. Family Representative's Authority:

You hereby authorise the Family Representative (but not any other person acting on behalf of the Family Representative) to inquire in, trade, buy, sell (including short sales), exchange, convert, tender, trade, or otherwise acquire or dispose of stocks, bonds, options securities, futures, security futures, foreign exchange and any other investments, on margin or otherwise, for and at your risk. You understand that a commission will be charged to your account(s) each time a trade is effected.

You authorise the Family Representative to arrange for the deposit of funds and assets to your account(s) and to

redeem or withdraw funds or assets from your account(s) (including the delivery of securities from the account(s)), for your benefit, regardless of the tax consequences. The Family Representative may initiate transfers (including inter-broker transfers), rollovers, or other transfers of assets between and among your account(s).

4. IBIE's Authority to liaise with the Family Representative:

A. This Agreement authorises IBIE to accept the instructions of the Family Representative on your behalf. This Agreement will be applicable to all assets you hold in all IBIE accounts for which the Family Representative has been designated.

B. You authorise IBIE:

i. To accept instructions from the Family Representative with respect to your account(s) and act upon such instructions as though originating from you;

ii. Acting on the Family Representative's instructions, to aggregate transaction orders for your account(s) with orders for one or more other account(s) over which the Family Representative has trading authority;

iii. To provide to the Family Representative all information regarding your account(s) including account statements, confirmations and tax information; and

iv. To allow the Family Representative to add, delete or change your account(s) information.

C. IBIE is authorised, but not required to, conduct further enquiry or seek authorisation from you or to seek further clarification from the Family Representative or you regarding any instruction from the Family Representative for your account(s). IBIE reserves the right, in its sole discretion, to refuse to act upon specific instructions from the Family Representative, or to no longer carry out instructions from the Family Representative and shall promptly notify you, unless such notification is in breach of applicable law. You acknowledge that all information provided by either, you under this Agreement, or the Family Representative on any instruction from, or otherwise provided to IBIE in the application process, is subject to verification.

D. You authorise IBIE to verify all information through the use of credit agencies or any other customary or reasonable means. This provision shall not be read to imply that you acknowledge that IBIE has no duty to supervise or monitor the Family Representative's administration and management of your account(s) or compliance with applicable law.

5. Provision of Data to the Family Representative:

A. You hereby authorise IBIE to share your personal data with the Family Representative for the purpose of the Family Representative's administration and management of your account(s) until such time as you notify us in writing that you no longer wish the Family Representative to administer and manage your account(s). You hereby further acknowledge that, it is within IBIE's legitimate interests to share your personal data with the Family Representative for the purposes set forth in this Agreement.

B. All processing of personal data by Family Representative shall be subject to the Family Representative's privacy policy and/or the privacy practices of the Family Representative and you are advised to review such policies and/or privacy practices. These policies and/or privacy practices will govern the use of any

information you submit to the Family Representative and any data you authorise IBIE to share with the Family Representative. We do not accept any responsibility or liability for the privacy practices of the Family Representative.

6. Not a Substitute for the Family Representative agreement:

A. You acknowledge that this Agreement:

- i. Authorises IBIE to accept instructions from the Family Representative regarding your account(s) and to allow the Family Representative to conduct activities with respect to your account(s); and
- ii. Is not a substitute for a Family Representative agreement and is not designed to satisfy any regulatory obligations applicable to the Family Representative.

7. Role of IBIE - Disclaimer and Waiver of Liability:

**THE FAMILY REPRESENTATIVE WAS SELECTED SOLELY BY YOU AND HAS NOT BEEN RECOMMENDED OR ENDORSED BY IBIE. THE FAMILY REPRESENTATIVE IS NOT EMPLOYED BY OR REGISTERED OR ASSOCIATED WITH IBIE. IBIE WILL NOT INVESTIGATE OR ASSESS THE COMPETENCE OR THE INTEGRITY OF THE FAMILY REPRESENTATIVE OR MONITOR THE ACTIONS OF THE FAMILY REPRESENTATIVE. IBIE WILL NOT REVIEW THE FAMILY REPRESENTATIVE'S RECOMMENDATIONS OR ASSESS THE SUITABILITY OF ANY TRADING OR INVESTMENT RECOMMENDATIONS OR DECISIONS OF THE FAMILY REPRESENTATIVE OR OF YOU. IBIE DOES NOT PROVIDE ADVISORY SERVICES TO YOU AND IBIE WILL NOT PROVIDE INVESTMENT OR TRADING OR TAX ADVICE REGARDING THE ACCOUNT TO YOU.**

8. Family Representative's Compliance with applicable Laws and Regulations:

The Family Representative will be required to comply with all applicable state and European securities laws and regulations, and will comply with any applicable laws of Non-E.U. jurisdictions (hereinafter "applicable Laws and Regulations"). IBIE assumes no responsibility for determining if the Family Representative is complying with applicable Laws and Regulations regarding its provision of administration and management services. YOU ACKNOWLEDGE THAT IBIE IS NOT RESPONSIBLE FOR DETERMINING WHETHER THE FAMILY REPRESENTATIVE IS REQUIRED TO BE REGISTERED OR LICENSED OR WHETHER THE FAMILY REPRESENTATIVE IS EXEMPT FROM REGISTRATION OR LICENSING. THIS IS SOLELY THE RESPONSIBILITY OF THE FAMILY REPRESENTATIVE. IF YOU HAVE QUESTIONS ABOUT THIS, YOU MUST CONTACT THE FAMILY REPRESENTATIVE DIRECTLY FOR FURTHER INFORMATION.

9. Term and Termination:

- A. This Agreement shall remain in effect until IBIE receives written notice of its termination from you, pursuant to Section 9B of this Agreement and IBIE has had sufficient time to process such notice and terminate the Family Representative's authority pursuant to Section 9C of this Agreement.
- B. You agree to notify IBIE immediately, in writing by contacting IBIE Customer Service at [help@interactivebrokers.com](mailto:help@interactivebrokers.com) if you terminate your relationship with the Family Representative or, for any other reason(s) that you may wish to terminate, modify or revoke this Agreement, including if you wish to

direct the trading in your account(s) or if you wish to use the administration and management of another Family Representative or advisory services of an advisor.

C. IBIE shall, upon receipt of your request, pursuant to Section 9B, terminate the Family Representative's access to trade confirmations and account statements as soon as it is reasonably practicable to do so. It is your obligation to notify the Family Representative that you have withdrawn the Family Representative's access to trade confirmations and account statements.

D. In the event of such termination, modification or revocation, you may decide that trade confirmations and account statements should be sent directly to you. You may request access to your account(s) by contacting IBIE Customer Service at [help@interactivebrokers.com](mailto:help@interactivebrokers.com) or calling the toll free Client Service number listed on IBIE's website at [www.interactivebrokers.ie](http://www.interactivebrokers.ie). For the avoidance of doubt, calling IBIE Customer Service by telephone shall not be considered sufficient notice of termination, modification or revocation of the Agreement, as required under this Section 9 of the Agreement. At your request, IBIE will provide you with a username and password so that you may view account statements online at the IBIE website.

#### 10. Acknowledgment:

You acknowledge that IBIE will not supervise or monitor the Family Representative's trading decisions or other activities and such Family Representative's trading decisions or other activities will not be carried out by way of business.

#### 11. Acknowledgments and Agreements:

You acknowledge and agree that the Family Representative: (i) does not charge you any fees or commissions through IBIE or otherwise for any administration or management services provided to you and (ii) is providing such administration and management services to you under the Family Representative agreement free of charge. You further acknowledge and agree that IBIE will not allow you to request that IBIE deduct from your IBIE account (s) any purported Family Representative fees, commissions or expenses.

#### 12. Representations and Acknowledgments:

A. As stated in Section 4B, pursuant to the Family Representative agreement you have granted to Family Representative the full discretion to direct the trading in the account(s) on your behalf and you acknowledge that you will not have access to IBIE's electronic systems for placing orders for your account(s). The parties agree that only the Family Representative will have access to IBIE's electronic systems to conduct trading in your account(s).

B. If you have any questions or concerns regarding the account(s), you may contact IBIE Customer Service at [help@interactivebrokers.com](mailto:help@interactivebrokers.com) or by calling the toll free Customer Service number listed on IBIE's website at [www.interactivebrokers.ie](http://www.interactivebrokers.ie).

C. The parties acknowledge that:

i. 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; and

ii. The Family Representative has no authority to resolve such claims or disputes on IBIE's behalf.

D. ALL CLAIMS OR DISPUTES REGARDING THE FAMILY REPRESENTATIVE'S ADMINISTRATION, MANAGEMENT OR ACTIONS (INCLUDING SPECIFIC CONDUCT, RECOMMENDATIONS, OR TRADES PLACED BY THE FAMILY REPRESENTATIVE) ARE SOLELY BETWEEN YOU AND THE FAMILY REPRESENTATIVE. IBIE IS NOT LIABLE FOR ANY SUCH CLAIMS AND DISPUTES AND YOU UNDERSTAND AND FULLY ACKNOWLEDGE THAT YOU CANNOT BRING A CLAIM AGAINST IBIE OR RECEIVE DAMAGES OR COMPENSATION OF ANY KIND FROM IBIE, INCLUDING CLAIMS FOR DIRECT, INDIRECT, COMPENSATORY, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH CLAIMS AND DISPUTES REGARDING FAMILY REPRESENTATIVE'S ADMINISTRATION, MANAGEMENT OR ACTIONS. ALL CLAIMS OR DISPUTES BETWEEN YOU AND THE FAMILY REPRESENTATIVE ARE SOLELY BETWEEN YOU AND THE FAMILY REPRESENTATIVE.

13. Limitation of liability:

To the extent permitted by applicable laws, IBIE shall only be liable for any loss or damages incurred by you arising from IBIE's direct material breach of this Agreement. IBIE's total aggregate liability shall be limited to the highest aggregate monthly commissions and fees paid by you to IBIE.

14. Governing Law and Jurisdiction:

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