

Terms and Conditions

General:

Customer (or Customers in the case of joint accounts) (hereinafter “Customer”), is the registered owner of the account(s) listed above and authorizes the person identified herewith to act as authorized Agent. The terms and conditions herein are in addition to the provisions of all other agreements between Interactive Brokers and Customer or Agent. The agreements applicable to Customer’s account(s) will govern all orders and transactions, and Agent is bound by all terms of those agreements.

Agent’s Authority:

This agreement authorizes Interactive Brokers to accept certain instructions of the Agent on behalf of the Customer. This authorization will be applicable to all assets Customer holds in all Interactive Brokers accounts for which Agent has been designated. Customer hereby authorizes Agent 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 the risk of the Customer. Customer understands that a commission will be charged to the account each time a trade is effected.

The Agent is also authorized to inquire about and receive information regarding the account(s) or activity or assets in the account(s).

This Limited Power of Attorney **does not** authorize Agent to deposit funds and assets to the Customer’s account(s); or to redeem or withdraw funds or assets from the Customer’s account; or to initiate transfers (including inter-broker transfers), rollovers, Roth IRA conversions, IRA recharacterizations or other transfers of assets between and among Customer accounts. This Limited Power of Attorney **does not** authorize Agent to change Customer’s username or password or to add, delete or change Customer information.

Interactive Brokers is authorized, but not required to, conduct further inquiry or seek authorization from the Customer or further clarification from Agent or Customer regarding any instruction from Agent for Customer’s account(s). Interactive Brokers reserves the right, in its sole discretion, to refuse to honor particular instructions from Agent, or to no longer honor instructions or requests for information from Agent. Customer and Agent acknowledge that all information provided by either of them on this form, or otherwise provided to Interactive Brokers in the application process, is subject to verification, and Customer and Agent authorize Interactive Brokers to verify all information through the use of credit agencies or any other customary or reasonable means.

Role of Interactive Brokers – Disclaimer:

INTERACTIVE BROKERS WILL MERELY EFFECT INSTRUCTIONS OF AGENT. INTERACTIVE BROKERS WILL NOT PROVIDE LEGAL OR TRADING OR TAX ADVICE. CUSTOMER AND AGENT ARE SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY FOR CUSTOMER OF ANY INVESTMENT STRATEGY OR TRANSACTION. INTERACTIVE BROKERS IS NOT RESPONSIBLE FOR INVESTIGATING OR SELECTING AGENT. INTERACTIVE BROKERS ASSUMES NO RESPONSIBILITY WHATSOEVER FOR REVIEWING OR MONITORING ANY INVESTMENT DECISION OR ACTIVITY OF THE AGENT. INTERACTIVE BROKERS ASSUMES NO RESPONSIBILITY

FOR DETERMINING IF AGENT IS COMPLYING WITH STATE OR FEDERAL LAWS REGARDING ITS ACTIVITIES.

Customer and Agent agree and confirm that the Agent is NOT the Customer's financial advisor and is not being compensated for trading Customer's Interactive Brokers account. If Agent begins acting as Customer's advisor at any time, Customer agrees to cancel this authorization, notify Interactive Brokers, and Agent agrees to open an advisory account through the Interactive Brokers advisor platform.

Agent shall not make any statements implying that Interactive Brokers has reviewed or approved of Agent, its services, or any recommendations or advice or actions of Agent. Neither the Agent nor any officers, directors or employees, if any, are employees or agents or associated persons of Interactive Brokers, nor shall they hold themselves out as such. Agent has no authority, and shall not make any representations or give any warranties on Interactive Brokers' behalf.

Agent's Compliance with State and Federal Law:

Agent will comply with all applicable state and federal securities laws and will comply with any applicable laws of foreign jurisdictions. Agent will provide promptly any information reasonably requested by Interactive Brokers concerning the Agent's actions or compliance with this Agreement. This provision shall not be read to imply that Interactive Brokers has any duty to supervise or monitor Agent's actions or compliance with applicable law.

Termination:

Customer and/or Agent agree(s) to notify Interactive Brokers immediately, in writing, if Customer or Agent terminates, modifies or revokes this Limited Power of Attorney. Agent agrees to notify Interactive Brokers immediately, in writing, if Customer dies or becomes incapacitated such that this Limited Power of Attorney would be rendered void. This Limited Power of Attorney shall remain in effect until Interactive Brokers receives written notice of its termination and has had sufficient time to process such notice and terminate Agent's authority.

Indemnification of Interactive Brokers by Customer:

Customer agrees to indemnify and hold Interactive Brokers, and its affiliates, and its and their successors and assigns, and its and their directors, officers, employees and agents harmless from and against all claims, actions, costs and liabilities, including attorney's fees, arising out of or relating to their reliance on this Limited Power of Attorney or their execution of any of Agent's instructions. Customer agrees that since Interactive Brokers will not supervise or monitor Agent's trading decisions or other activities, Customer will not attempt to hold Interactive Brokers liable for any trade or decision or action of Agent. Interactive Brokers' rights under this paragraph are in addition to any other rights it has under other agreements with Customer and/or Agent.

Indemnification of Interactive Brokers by Agent:

Agent agrees to indemnify and hold Interactive Brokers, and its affiliates, and its and their successors and assigns, and its and their directors, officers, employees and agents harmless from and against all claims, actions, costs and liabilities, including attorney's fees, arising out of or relating to any breach by Agent of any provision of this Agreement or other Agreements with Interactive Brokers and/or Customer; the performance or non-performance of the Agent's services; any trade or action of Agent in Customer's account(s); and any dispute involving Agent and Customer. Interactive Brokers' rights under this paragraph are in addition to any other rights it has under other agreements with Customer and/or Agent.