



SCHEDULE A TO EXHIBIT C

SUPPLEMENTAL LICENSE AGREEMENT BETWEEN MODEL PROVIDER AND FINANCIAL PROFESSIONAL

This Supplemental Licence Agreement ("Supplemental Agreement") is between you and the third-party model provider (each, a "Model Provider") that owns the model portfolio (each, a "Model") that you have requested to access. This Supplemental Agreement is a supplement to the "Licence Agreement Between Model Provider and Financial Professional" (the "Agreement"). All capitalized terms not otherwise defined in this Supplemental Agreement have the meanings given thereto in the Agreement. If you are agreeing to this Supplemental Agreement not as an individual but on behalf of a company or other entity, then "you" means your entity and you are binding your entity to this Supplemental Agreement. By clicking "ACCEPT" below and proceeding to the Model(s), you represent and warrant that you agree to the terms of this Supplemental Agreement and you further acknowledge and agree that each time you view a Model on the Model Marketplace ("Marketplace"), you are deemed to have confirmed your acceptance to the following terms:

1. With respect to Section 2 of the Agreement, you agree that the license will be a non-exclusive, royalty-free, non-transferable limited license to view and/or use the requested Model in the United States according to the terms set forth in the Agreement, this Supplemental Agreement, and the Materials. You may not use this license for any other purpose and this limited and non-exclusive license shall cease immediately upon termination of the Agreement and the Supplemental Agreement.
2. Notwithstanding Section 3a of the Agreement, you agree that in connection with any (i) recommendation or (ii) decision you make to invest your assets or your End Client's assets in a particular investment included in a Model, you represent and warrant that you are making such recommendation and/or decision with no input from Model Provider and that the Models constitute general investment research which you only consider in rendering such recommendations or making such decisions. It is understood that the Models are based on parameters agreed to between Model Provider and IB, are general in nature and do not and cannot take into account the specific needs or circumstances of any particular End Client or investor.
3. Notwithstanding Section 3b of the Agreement, you agree that as a Financial Professional you are solely responsible for making investment recommendations and/or decisions with respect to your assets or those of your End Clients and that you are responsible in all cases for rendering advice suitable to the recipient.
4. Notwithstanding Section 3c of the Agreement, you agree that you are the investment adviser to your End Clients and that Model Provider shall not be responsible for providing specific, tailored or directly actionable investment advice to you or your End Clients. Model Provider's services will be non-discretionary and Model Provider does not exercise "investment discretion" with respect to the assets of each End Client account within the meaning of Section 13(f) of the Securities and Exchange Act of 1934, as amended, and shall not be responsible for filing any required reports with the Securities and Exchange Commission ("SEC"). Further, the reference to "any person" noted in Section 3c (iv) is replaced with "any of your clients".
5. Notwithstanding Section 3h of the Agreement, you agree that Models are for information only for your consideration in advising your End Clients and Models should not be considered or relied upon as a recommendation by Model Provider or IB regarding the use of suitability of any model portfolio or any particular security whether generally or for use with any particular End Client.
6. With respect to Section 3n of the Agreement, you understand that certain provisions of the Agreement, including but not limited to Section 3m of the Agreement, may serve to limit IB and the Model Provider's potential liability. You have had the opportunity to consult with IB and/or the Model Provider as well as with other professional advisors or legal counsel as to the effect of

- these provisions. You further understand that certain United States federal and state securities laws, including but not limited to the Investment Advisers Act of 1940 ("Advisers Act"), may impose liability or allow for legal remedies even where IB and/or the Model Provider have acted in good faith and that your rights under those laws may be non-waivable. Nothing in the Agreement or the Supplemental Agreement shall, in any way, constitute a waiver or limitation of any right that may not be so waived or limited in accordance with applicable law.
7. With respect to Section 3o of the Agreement, any usage information that IB provides to Model Provider will never constitute or include non-public personal information, as defined under SEC's Regulation S-P, 15 U.S.C. § 6809, "personal information" or "personally identifiable information" as defined under applicable laws of the End Clients invested in the Models.
 8. Model Provider may seek to assign the Agreement or this Supplemental Agreement or be subject to a transaction that constitutes an assignment for purposes of the Advisers Act. Your continued use of the Marketplace after an assignment constitutes your acceptance of such an assignment.
 9. The Model Provider may terminate your access to the Models. Section 3(g), 3(l), 3(m), 3(n), and 3(r) in the Agreement and Sections 6 and 10 of this Supplemental Agreement shall survive any termination.
 10. Notwithstanding Section 3r of the Agreement, the Agreement and this Supplemental Agreement will be governed by the laws of the State of New York provided that nothing in the Agreement and Supplemental Agreement shall be considered in a manner inconsistent with the Advisers Act. The agreement to arbitrate outlined in Section 3r of the Agreement does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the United States federal securities laws.
 11. Model Provider agrees to provide you with a description of all Models and a copy of Model Provider's Form ADV Part 2A ("Brochure"). These shall be considered Materials for purposes of the Agreement and this Supplemental Agreement. If you provide such descriptions or Brochure to an End Client, you agree to inform such End Client that the End Client is not receiving advice from or otherwise becoming a client of the Model Provider.
 12. Notwithstanding Section 3s of the Agreement, you will also ensure that each of the conditions set forth in paragraph (a)(5) of Rule 3a-4 under the Investment Company Act of 1940 are satisfied.
 13. In no event shall the Model Provider have or accept any authority that could cause it to be deemed to have custody of any End Client's account for purposes of Rule 206(4)-2 under the Advisers Act.
 14. The Model Provider shall have neither authority to execute brokerage transactions nor any responsibility to consult with you regarding your selection of brokers or dealers to execute any transactions for an End Client.
 15. Under no circumstances shall Model Provider be responsible for (i) voting any proxies with respect to the investment held in any End Client account, or (ii) tendering any securities or interest coupons held in any End Client account in response to offers, calls or redemptions, or with respect to the exercise of conversion rights, subscription rights or other options relating to such securities or interest coupons. Model Provider shall not be required or expected to consult with, or provide any guidance to, you or any of your End Clients regarding the matters set forth in (i) through (ii) above.
 16. The Model Provider may, from time to time, come in possession of material non-public and other confidential information and may be prohibited from improperly disclosing or otherwise using such information for its benefit or for the benefit of any other person including you and your End Clients.
 17. You represent and warrant that (i) you are registered as an investment adviser with the SEC under the Advisers Act for all appropriate states and will promptly notify IB and the Model Provider if you are no longer registered as an investment adviser; (ii) your general investment practices and your services under the Agreement and this Supplemental Agreement do not and will not violate any United States federal or state statutes, rule or regulations or the rules and regulations of any governmental agency or any regulatory or self-regulatory entity overseeing your business; (iii) you and all of your officers, directors, member, employees and/or agents have all United States federal, state and other applicable advisory and similar licenses and registrations as required, and you shall immediately give written notice to IB and Model Provider of any event or circumstances that could or will result in the expiration, suspension, revocation of, or other regulatory or judicial action adversely affecting, any such registration, licenses or exemptions; (iv) you have received

Model Provider's Brochure prior to the execution of the Agreement and this Supplemental Agreement, that you have reviewed and understand the Model Provider's Brochure and that the Model Provider will conduct brokerage and trading activities in accordance therewith; and (v) you will only use the Models in connection with advice to End Clients who are U.S. persons.