

CAT REPORTING ELECTION AGREEMENT

I. Introduction

- A. Reference is made to that certain Interactive Brokers Institutional Services Customer Agreement and/or Interactive Brokers LLC Customer Agreement (collectively, the "IBKR Customer Agreement") between Interactive Brokers LLC ("IBKR") and {{account_title}} ("Client"); and to that certain Interactive Brokers Fully Disclosed Clearing Agreement and/or Interactive Brokers Consolidated Account Clearing Agreement (collectively, the "IBKR Clearing Agreement") between IBKR and Client.
- B. This agreement ("Agreement") sets forth the terms under which IBKR shall provide certain CAT Reporting Agent services ("CAT Reporting Services") to Client for orders placed on IBKR's systems or through IBKR's systems. This Agreement is a supplement to various agreements entered into between IBKR and Client (including, without limitation, the IBKR Customer Agreement and the IBKR Clearing Agreement, as applicable, and collectively the "Brokerage Services Agreements"), and this Agreement is hereby incorporated into the Brokerage Services Agreements as a supplement thereto.
- C. With respect to CAT Reporting Services, if the terms of this Agreement conflict with the terms of any other agreement between IBKR and Client, the terms of this Agreement shall control.
- D. Client designates IBKR to generate CAT records on its behalf for certain CAT Reportable Events and, to the extent further designated in the attachments hereto, to be its CAT Reporting Agent for some or all of such CAT records, in accordance with the terms and conditions herein.

II. Definitions:

- A. CAT - The consolidated audit trail contemplated by Rule 613 of SEC Regulation NMS.
- B. CAT Reporting Agent - A Data Submitter that is a third party that enters into an agreement with an Industry Member pursuant to which the CAT Reporting Agent agrees to report CAT data to the Central Repository on behalf of such Industry Member.
- C. Central Repository - The repository responsible for the receipt, consolidation, and retention of all information reported to the CAT pursuant to Rule 613 of SEC Regulation NMS and the CAT NMS Plan.

- D. Data Submitter - Any person that reports data to the Central Repository, including broker-dealers, and certain other vendors or third parties that may submit data to the Central Repository on behalf of Industry Members.
- E. Industry Member - A member of a national securities exchange or a member of a national securities association that is required to record and report information pursuant to the CAT NMS Plan and FINRA Rule 6800 Series.
- F. Reportable Events - Includes, but is not limited to, the original receipt or origination, modification, cancellation, routing, execution (in whole or in part) and allocation of an order, and receipt of a routed order.

III. Representations and Covenants of IBKR

- A. With respect to Client's Reportable Events covered by this Agreement, IBKR will create reports of CAT Reportable Events ("Reports") on behalf of Client in compliance with CAT rules and technical specifications and any subsequent modifications thereto, and will, to the extent Client so elects in Attachment B and/or C hereto, submit such covered Reports to either the Central Repository as a CAT Reporting Agent for Client or to a designated third-party.
- B. IBKR acknowledges that all records of Reportable Events prepared on behalf of Client and maintained by IBKR are the property of Client and shall be surrendered promptly upon Client's request.
- C. IBKR agrees to permit examination of any records of Client's Reportable Events prepared on behalf of Client and maintained by IBKR at any time during business hours by representatives of CAT LLC and any SRO CAT participant and to promptly furnish true, correct, complete, and current digital copy of any or all of any part of these records.
- D. IBKR represents that it has processes and procedures in place reasonably designed to help ensure compliance with CAT requirements. Please consult the Guide to IBKR CAT Reporting Capabilities and Best Practices available on the IBKR website.
- E. IBKR promptly will notify Client upon the occurrence of any event that materially limits IBKR's ability to submit CAT reports on behalf of Client.

IV. Representations and Covenants of Client

- A. Client acknowledges that this Agreement and the CAT reporting arrangement contained herein does not relieve Client, as an Industry Member, from its responsibilities under the CAT rules or its liability for infractions of the CAT rules, even for Reports made by IBKR as CAT Reporting Agent for Client pursuant to this Agreement.
- B. Client represents that it has written supervisory procedures in place to ensure that the CAT information reported to FINRA by IBKR on Client's behalf is timely, accurate and complete.

- C. The Client acknowledges that IBKR does not report to the Central Repository or designated third-party destination any CAT records for Client activity or business that was not conducted through the IBKR systems.
- D. The Client acknowledges that IBKR does not report to the Central Repository or to the designated third-party destination for the purposes of production reporting until IBKR has conducted a successful certification test.

V. Allocation of Responsibilities

- A. Client will file as necessary documents with FINRA identifying IBKR as the CAT Reporting Agent for Client if designated in Attachment C.
- B. Client will clearly designate to IBKR those Reportable Events for which Client wishes IBKR to generate CAT Reports and/or to submit such Reports to the Central Repository. If Client's Reportable Events include both equities and options activities then IBKR must be designated for both categories of orders.
- C. For Client's Reportable Events, Client shall be responsible for providing to IBKR in a timely manner or ensuring that a third party provides to IBKR in a timely manner, all information ("Information") necessary for IBKR to timely generate and submit CAT Reports for CAT Reportable Events covered by this Agreement. For Information regarding CAT Reportable Events provided to IBKR by Client or third parties, Client shall be solely responsible for the completeness, accuracy, and timeliness of such Information.
- D. IBKR shall maintain books and records regarding Client CAT Reportable Events. On Client's request, IBKR shall provide access to any CAT or order audit trail records held by IBKR regarding Client's CAT reports. IBKR shall transfer such records to Client on Client's request, and Client shall reimburse IBKR for reasonable costs incurred by IBKR for such transfer.
- E. Client shall review the CAT website for rejections (and the need to submit appropriate repairs), late reporting, non-reporting, and other reporting infractions that may be caused by the actions of Client. Client is responsible for repair of CAT records for Reportable Events in the event of missing data or reporting infractions caused by the actions of Client. IBKR shall review the CAT website for any infractions that may be caused by the actions of IBKR. IBKR is responsible for repair of Client CAT records in the event of missing data or reporting infractions caused by IBKR.

VI. Other Terms

- A. The fee rate for the provision of CAT reporting services for various types of Client's Reportable Events shall be agreed in advance in writing. Attachment A hereto specifies the initial fee rates. Client shall make payment of the CAT reporting fees pursuant to the terms and conditions in Attachment A and the Brokerage Services Agreements relating to payment of fees. Fees for services provided by IBKR on behalf of Client as its CAT Reporting Agent may be changed pursuant to notice to Client.

- B. IBKR shall not be liable to Client by reason of delays or interruptions of service or transmissions, or failures of performance of the IBKR system for CAT reporting, regardless of cause, including, but not limited to, those caused by employee error; hardware or software malfunction; governmental, exchange or other regulatory action; acts of god, war or terrorism. Client's sole remedies for IBKR's breach of IBKR's obligations set forth in this Agreement, including but not limited to any failure by IBKR to submit any required CAT Reports, or for IBKR's submission of deficient CAT Reports, or for IBKR's failure to repair CAT Reports, are: (i) to require IBKR to use its best efforts to correct any errors and file or repair required Reports; or (ii) IBKR's forfeiture of any fees owed by Client for CAT Reportable Events for which IBKR did not file a required Report or failed to repair an erroneous Report.
- C. In no event shall IBKR be liable for any money damages, nor shall IBKR be liable to Client or indemnify Client for any fine or other regulatory action taken against Client by FINRA or any other regulatory agency or third party in the event of CAT reporting deficiencies.
- D. Either party may terminate this Agreement on 30 days written notice.
- E. Any disputes regarding this Agreement or the performance of the parties under this Agreement shall be resolved pursuant to the arbitration provisions in the Brokerage Services Agreements, which are incorporated herein by reference.