InteractiveBrokers

Agreements & Disclosures - Advisor Client Agreement

Discretionary Trading Authorization/Limited Power of Attorney for Financial Advisor

By signing this Advisor Client Agreement ("Agreement"), you are providing the advisor designated below ("Advisor") with a limited power of attorney to manage and exercise trading discretion over your Interactive Brokers LLC ("IBKR") account. Subject to the limitations discussed below, the Advisor will be able to execute trades, appoint sub-advisors and/or third party advisors (collectively referred to as "sub-advisors") and arrange for certain deposits and withdrawals of funds to and from your account. Your Advisor will also be able to request information regarding your IBKR account, view account statements and confirmations, and generally manage your IBKR account as specified below. Certain communications regarding your IBKR account may only be sent to your advisor without copying you, and your advisor can adjust whether you receive certain messages. You can review your account and its settings by logging into your account on the IBKR website.

In order to use this form, your Advisor must be an approved participant in Interactive Brokers' Advisor Program. For more information on the Advisor Program, go to www.interactivebrokers.com.

Client Information:
Account: _____
Name of Account Holder: _____
Financial Advisor Information:
Name of Advisor: _____
Name of Advisor Firm (if any): _____

Terms and Conditions:

1. **General:**
   The terms and conditions of this Agreement are in addition to the provisions of all other agreements, including the IBLLC Client Agreement or the Institutional Services Customer Agreement (as applicable) ("IBKR Client Agreement"), between Interactive Brokers and Client or Advisor. The agreements applicable to Client's account(s) will govern all orders and transactions.

2. **Amendment of Terms:**
   This Agreement may be revised upon IBKR's tender of a revision or amendment of this Agreement, and Client's acceptance thereof shall be conclusively established by subsequent use (by the Client or any authorized representative) of any services provided by IBKR other than closing positions or transferring open positions or assets out of IBKR. Use of such services shall constitute consideration for the revised Agreement.

3. **Request to Deduct Advisory Fees if Applicable:**
   Client requests and authorizes IBKR to deduct Advisory Fees (and sub-advisor fees, if advisor has appointed one or more sub-advisors) from Client's IBKR account and to disburse those Fees directly to the Advisor (or sub-advisor(s)), to the extent that client separately submits fee arrangement(s) that Client has agreed upon and specified to IBKR.

4. **Confirmations and Statements:**
   Advisor will be able to access Client's IBKR account information, daily and monthly activity statements and daily trade reports for Client's account(s). Client may access daily, monthly and annual activity statements and daily trade reports that detail the trading and other activity in Client's IBKR account(s) through the Account Management functions on the IBKR website using Client's username and password and Client agrees to this form of electronic delivery. Client may also configure settings relating to the notification and delivery method of daily and monthly activity statements and daily trade reports. If Client does not create a username and password during the account application process, IBKR will provide Client with a username and password to access this information. Client agrees to contact IBKR Customer Service by calling the toll free Customer Service number listed on IBKR's website at www.interactivebrokers.com if Client does not receive a username and password to access their IBKR account.

5. **Advisor's Authority:**

   A. This Agreement authorizes Interactive Brokers to accept the instructions of the Advisor on behalf of the Client. This authorization will be applicable to all assets Client holds in all Interactive Brokers accounts for which Advisor has been designated. Client hereby authorizes Advisor to inquire in, trade, buy, sell (including short sales), exchange, convert, tender, 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 Client. Client understands that a commission will be charged to the account each time a trade is effected unless Advisor opts to pay the commission for such trades on behalf of the Client.

   B. To the extent applicable, Client may authorize Advisor to engage one or more sub-advisors to manage the investment of some or all of the assets

Client holds at Interactive Brokers, and authorizes Advisor to allocate assets among such sub-advisors. Client authorizes such sub-advisors to exercise the same trading and investment discretion in Client's account(s) as exercised by Advisor, and authorizes such sub-advisors to receive all information regarding Client's account(s). Client authorizes Interactive Brokers to accept the instructions of sub-advisors designated by Advisor and to accept the instructions of employees, agents or representatives of Advisor or sub-advisors.

C. Advisor is authorized to arrange for the deposit of funds and assets to the Client's account(s) and to redeem or withdraw funds or assets from the Client's account (including the delivery of securities from the account), for the benefit of the Client, regardless of the tax consequences. The Advisor may initiate transfers (including inter-broker transfers) or other transfers of assets between and among Client's account(s). Client authorizes Interactive Brokers, acting on Advisor's instructions, to aggregate transaction orders for Client's account(s) with orders for one or more other accounts over which Advisor has trading authority.

   However, unless otherwise agreed to through a Supplemental Power of Attorney, any deposits or withdrawals to and from Client's IBKR account initiated by Advisor will only be made to destinations established or confirmed using Client's username or credentials.

D. Advisor may facilitate administrative processes on behalf of the client such as resetting the client's password.

E. Interactive Brokers is authorized, but not required to, conduct further inquiry or seek authorization from the Client or further clarification from Advisor, sub-advisor(s) or Client regarding any instruction from Advisor or sub-advisor(s) for Client's account(s). Interactive Brokers reserves the right, in its sole discretion, to refuse to honor particular instructions from Advisor or sub-advisor(s), or to no longer honor instructions from Advisor or sub-advisor(s). Client acknowledges that all information provided to Interactive Brokers in the application process or afterward, is subject to verification, and Client authorizes Interactive Brokers 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 Interactive Brokers has any duty to supervise or monitor Advisor's or sub-advisor(s)' management of Client's account(s) or compliance with applicable law.

F. Client understands and agrees that Advisor may link Client's account to a third party vendor for services not provided by IB, including, but not limited to, vendors who supply financial analysis tools or other software, and IB

may send client's personal information to those vendors as directed by advisor.

G. **Authority to Conduct Post-Trade Allocations:** Advisor may elect to conduct "Post-Trade Allocations." This means that Advisor may exercise its discretionary trading authority to purchase or sell securities by submitting a block order during the trading day and allocating the resulting executions between the client accounts it manages by the end of the trading day on which the block order executes, in whole or in part (the "Trade Date"). If your advisor conducts "Post-Trade Allocations" in Client's account, Client understands that:

- Advisor may not timely allocate positions resulting from the execution of such block orders, and Client agrees that IBKR shall not be required to bear the overnight risk of any positions the Advisor may fail to timely allocate. Client agrees that if the Advisor does not allocate to its client accounts some or all of the executions received on a block order by the end of the Trade Date, IBKR has the right, in its sole discretion, but not the obligation, to:

    1. Allocate to each of the Advisor's client accounts, including Client's account(s), any positions resulting from a block order that the Advisor has not timely allocated to a client account in proportion to the respective net liquidation value of each of Advisor's client accounts; and/or

    2. Allocate any remaining positions not so allocated to the Advisor's error (or other proprietary) account and/or liquidate those positions, in IBKR's sole discretion.

- Client agrees that, because Advisor may place trades on Client's behalf and only later allocate those trades to Client, IBKR may delay Client's requests to withdraw funds or transfer positions from Client's account between the time that Advisor places a block trade and the time that Advisor allocates some or all of that trade to Client's account to ensure there is sufficient equity in Client's account to cover any trades placed by Advisor.

- Client agrees that IBKR will have no liability to Client in connection with any losses incurred, or lost profits resulting, from the Advisor's failure to timely allocate block orders after execution or IBKR's exercise of its rights under this Agreement.

- Client understands and acknowledges that IBKR can temporarily suspend or terminate the Advisor's ability to place block trades and allocate those trades to Advisor's client accounts, (including the

Client's account), on a post-trade basis or terminate its provision of brokerage services with respect to Advisor at any time, in its sole discretion, with or without notice to Client.

6. **Not a Substitute for Advisory Agreement:**
   Client acknowledges that this Agreement merely authorizes Advisor to conduct certain activities with respect to Client's account and is not a substitute for an advisory agreement and is not designed to satisfy any regulatory obligations applicable to Advisor to enter such agreement.

7. **Client's Due Diligence of Advisor:**
   Client certifies that Client has had an opportunity to conduct (and has conducted) adequate due diligence into the background of Advisor. Client states that, based on this due diligence, Client is satisfied that Advisor is personally and professionally fit to manage Client's IBKR account.

8. **Advisor's Compliance with State, Federal or Non-U.S. Law:**
   Interactive Brokers assumes no responsibility for determining if Advisor or any sub-advisor is complying with applicable laws and regulations regarding its provision of advisory services. CLIENT ACKNOWLEDGES THAT IBKR IS NOT RESPONSIBLE FOR DETERMINING WHETHER ADVISOR OR ANY SUB-ADVISOR IS REQUIRED TO BE REGISTERED OR LICENSED OR WHETHER ADVISOR OR ANY SUB-ADVISOR IS EXEMPT FROM REGISTRATION OR LICENSING. THIS IS SOLELY THE RESPONSIBILITY OF ADVISOR AND SUB-ADVISOR(S). IF CLIENT HAS QUESTIONS ABOUT THIS, CLIENT MUST CONTACT ADVISOR FOR FURTHER INFORMATION.

9. **Termination:**
   Client agrees to notify Interactive Brokers immediately, in writing, if Client or Advisor terminates, modifies or revokes any authorization under this Agreement. This Agreement shall remain in effect until IBKR receives written notice of its termination from the Client and has had sufficient time to process such notice and terminate Advisor's authority. This Agreement shall terminate upon the earlier of (i) the termination date of the IBKR Customer Agreement, or (ii) the date that Client delinks from the Advisor (subject to Section 13A)

10. **Role of Interactive Brokers - Disclaimer and Waiver of Liability**
    ADVISOR WAS SELECTED SOLELY BY CLIENT AND HAS NOT BEEN RECOMMENDED OR ENDORSED BY IBKR. ADVISOR IS NOT EMPLOYED BY OR REGISTERED OR ASSOCIATED WITH IBKR. IBKR WILL NOT INVESTIGATE OR JUDGE THE COMPETENCE OR INTEGRITY OF THE ADVISOR OR MONITOR THE ACTIONS OF THE ADVISOR OR OF ANY SUB-ADVISORS. IBKR WILL NOT REVIEW THE ADVISOR'S RECOMMENDATIONS OR JUDGE THE SUITABILITY OF ANY TRADING OR INVESTMENT RECOMMENDATION OR DECISION OF ADVISOR OR SUB-ADVISOR OR CLIENT. IBKR DOES NOT PROVIDE ADVISORY SERVICES

TO IBKR CLIENTS AND WILL NOT PROVIDE INVESTMENT OR TRADING OR TAX ADVICE REGARDING THE ACCOUNT.

11. **Indemnification of Interactive Brokers by Client:**
Client agrees to indemnify and hold IBKR and its affiliates, and its and their successors and assigns, and its and their directors, officers and employees (the "IBKR Indemnitees") harmless from and against all claims, actions, costs and liabilities, including attorney's fees, arising out of or relating to any of the IBKR Indemnitees' reliance on any of the terms contained in this Agreement or any of the IBKR Indemnitees' execution of any of Advisor's or sub-advisor's instructions. Client agrees that since IBKR will not supervise or monitor Advisor's or any sub-advisor's trading decisions or other activities, Client will not attempt to hold any of the IBKR Indemnitees liable for any trade or decision or action of Advisor or any sub-advisor. IBKR's rights under this paragraph are in addition to any other rights it has under other agreements with Client and/or Advisor.

12. **Client's Representations and Acknowledgments:**

A. Client has granted to Advisor the full discretion to direct the trading in the account(s) on Client's behalf. Only the Advisor, any sub-advisors, and their employees, agents and representatives will have access to IBKR's electronic systems to conduct trading in the account unless Advisor has also granted Client with trading access. If Advisor has not configured Client's account so that Client has trading access, Client may request trading access to IBKR's system at any time through Advisor.

B. If Client terminates the relationship with Advisor or for any other reason wishes to terminate Advisor's access to the account(s), or if Client wishes to direct the trading in Client's account, or if Client wishes to use advisory services of another Advisor, Client will immediately provide notice to IBKR using one of the methods available on the IBKR website at www.interactivebrokers.com.

C. If Client has any questions or concerns regarding the account, Client will contact IBKR Customer Service by calling the toll free Customer Service number listed on IBKR's website at www.interactivebrokers.com.

D. Depending on the equity in Client's account, deduction of Advisory Fees in an IBKR margin account may cause the account to incur margin interest. Furthermore, if deduction of Advisory Fees would cause the account to have insufficient equity to cover margin requirements or to satisfy any other obligation to IBKR, IBKR may, at its sole discretion: (1) deduct the Fees and exercise any of its rights and remedies under the IBKR Client Agreement, including liquidating positions in the account without prior notice in order to satisfy margin requirements or obligations; and/or (2)

decline to deduct the Fees, in which case Client will be liable to pay such Fees to Advisor directly.

E. All claims, questions or disputes regarding IBKR's provision of brokerage services or regarding IBKR's execution of particular trades must be referred to IBKR. Advisor has no authority to resolve such claims or disputes on IBKR's behalf.

F. **ALL CLAIMS OR DISPUTES REGARDING ADVISOR'S OR ANY SUB-ADVISOR'S SERVICES OR ACTIONS (INCLUDING SPECIFIC CONDUCT, ADVICE, RECOMMENDATIONS, OR TRADES PLACED BY ADVISOR OR FEES OWED) ARE SOLELY BETWEEN CLIENT AND ADVISOR. NEITHER IBKR NOR ANY OF THE IBKR INDEMNITEES ARE LIABLE FOR ANY SUCH CLAIMS AND DISPUTES AND CLIENT UNDERSTANDS AND FULLY ACKNOWLEDGES THAT CLIENT CANNOT BRING A CLAIM AGAINST IBKR OR ANY OF THE IBKR INDEMNITEES OR RECEIVE DAMAGES OR COMPENSATION OF ANY KIND FROM IBKR OR ANY OF THE IBKR INDEMNITEES, INCLUDING CLAIMS FOR DIRECT, INDIRECT, COMPENSATORY, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. ALL CLAIMS OR DISPUTES REGARDING THE FEES OWED TO ADVISOR ARE SOLELY BETWEEN CLIENT AND ADVISOR. IF CLIENT DISPUTES ADVISOR'S RECEIPT OF ANY FEES THAT IBKR HAS DEDUCTED FROM THE ACCOUNT AND SENT TO ADVISOR, CLIENT UNDERSTANDS THAT CLIENT'S SOLE REMEDY IS AGAINST ADVISOR AND CLIENT AGREES NOT TO BRING ANY CLAIM AGAINST IBKR.**

13. **Miscellaneous:**

A. Client acknowledges that this Agreement shall continue to apply in the event that Client's account with IBKR is linked to another advisor that participates in Interactive Brokers' Advisor Program.

B. Sections 10, 11, 12F, and 14 will survive the expiration or termination of this Agreement.

14. **Arbitration:**

The agreements between Client and IBKR contain arbitration clauses requiring all parties to arbitrate any disputes at paragraph 54 of the *IBLLC Client Agreement and paragraph D.3 of the Institutional Services Agreement.* Such arbitration clauses are incorporated herein by reference. Client acknowledges that all disputes regarding this Agreement, Client's account(s), or IBKR's provision of services to Client or Advisor are subject to arbitration.