

INTERACTIVE BROKERS IRELAND LIMITED

Notice and Acknowledgement of Clearing Agreement

1. This Notice applies to Clients (both Retail Clients and Professional Clients (whether per se or elective Professional Clients)) who have been introduced to Interactive Brokers Ireland Limited ("IBIE") by an Introducing Broker. IBIE and the Introducing Broker are parties to a Fully Disclosed Clearing Agreement pursuant to which IBIE performs certain services with respect to your account.

2. The terms and conditions of the Interactive Brokers Ireland Limited Customer Agreement ("**IBIE Customer Agreement**") apply to your account and are incorporated herein by reference. TO THE EXTENT THAT THIS NOTICE DIFFERS FROM ANY PROVISIONS OF THE IBIE CUSTOMER AGREEMENT, THIS NOTICE SUPERSEDES THOSE PROVISIONS AND IS BINDING ON YOUR ACCOUNT.

3. **Responsibilities of IBIE:** IBIE will be responsible for the following services regarding Client accounts:

- a) Obtaining and verifying account information and documentation and opening and closing Client accounts;
- b) Receiving, segregating, safeguarding and delivering Client funds, securities, and other property;
- c) Providing margin trading services to Client accounts, collecting margin from the accounts, and determining and enforcing credit or margin limits applicable to the accounts;
- d) Receiving orders from you or from your Introducing Broker for your account and executing such orders and clearing executed transactions;
- e) Providing confirmations and statements to Client; and
- f) Accepting instructions regarding voluntary corporate actions (e.g., tender or exchange offers) and accepting instructions with respect to options and securities rights.

4. **Responsibilities of your Introducing Broker:** The Introducing Broker will be responsible for the following services regarding Client accounts:

- a) Introducing Client accounts to IBIE and providing Clients with instructions on how to apply for IBIE accounts;
- b) Providing all customer service and technical support and responding to Client complaints, enquiries and requests;
- c) Accepting Client orders and transmitting them to IBIE for execution (you may also submit orders directly to IBIE through IBIE's order entry software) and
- d) Providing notice to Clients of commission rates and fees.

5. **Commissions and Fees:** The Introducing Broker is responsible for notifying Clients of all commissions and fees applicable to Client accounts. IBIE will deduct applicable commissions and fees from Client accounts. Commission and fee payments owed by Clients may be shared and allocated between the Introducing Broker and IBIE as Introducing Broker and IBIE agree from time to time.

6. **Customer Service:** The Introducing Broker is solely responsible for providing all customer service and technical support for your account and for responding to your questions or enquiries concerning your account, your orders and your trading. You should not contact IBIE customer support directly, and instead you must contact the Introducing Broker. All disputes and issues concerning IBIE's performance of its responsibilities for Client accounts (such as trading issues, execution questions, margin and credit issues, etc.) will be forwarded to IBIE by the Introducing Broker and IBIE will communicate the resolution to the Introducing Broker (or in exceptional cases, the Client). THE INTRODUCING BROKER SHALL HAVE NO AUTHORITY TO BIND IBIE OR TO ENTER INTO ANY AGREEMENT, UNDERSTANDING OR COMMITMENT GIVING RISE TO ANY LIABILITY OR OBLIGATION OF IBIE.

7. **Orders:** IBIE is authorised to accept orders from you or from your Introducing Broker for your account. IBIE will not contact you to verify or confirm, prior to execution, orders entered for your account by your Introducing Broker. ALL DISPUTES REGARDING ORDERS ENTERED BY YOUR INTRODUCING BROKER ARE BETWEEN YOU AND THE INTRODUCING BROKER. ERRORS IN

Interactive Brokers Ireland Limited is regulated by the Central Bank of Ireland

COMMUNICATIONS OR TRANSMISSIONS OF ORDERS FROM YOUR INTRODUCING BROKER TO IBIE ARE THE SOLE RESPONSIBILITY OF YOUR INTRODUCING BROKER.

8. **Account Information:** The Introducing Broker is responsible for providing all customer and technical support regarding your account and is therefore authorised to view all information regarding your account. THE INTRODUCING BROKER'S MISUSE OR DISCLOSURE OF INFORMATION REGARDING YOUR ACCOUNT IS SOLELY THE RESPONSIBILITY OF THE INTRODUCING BROKER AND IBIE SHALL BEAR NO LIABILITY FOR ANY CLAIMS ARISING FROM THE INTRODUCING BROKER'S ACCESS TO YOUR ACCOUNT INFORMATION.

9. **No Investment or Tax Advice:** You acknowledge that neither IBIE nor its employees or representatives provide any investment, tax or trading advice; nor do they solicit orders. You further acknowledge that neither IBIE nor its employees or representatives advise you or your Introducing Broker on any matters pertaining to the suitability of any order; offer any opinion, judgment or other type of information pertaining to the nature, value, potential or suitability of any particular investment; or review the appropriateness of investment advice or transactions entered by you or by Introducing Broker on your behalf.

10. IBIE does not control, audit or supervise the activities of the Introducing Broker or its registered representatives. Neither the Introducing Broker nor any of its officers, directors, employees or representatives are employees or agents of IBIE, nor shall they hold themselves out as such.