



## Advisor Client Agreement

### Discretionary Trading Authorisation for Financial Advisor

This agreement (the "Agreement") is between Interactive Brokers Ireland Limited (the "IBIE") and its client (you or your). This Agreement may be used to designate an Advisor to manage your account(s) with IBIE. The designated Advisor will be able to:

1. Execute trades;
2. Appoint sub-advisors;
3. Deposit and withdraw money to and from your account(s) (all withdrawals will be in your name);
4. Request information (from IBIE and/or you);
5. Receive account statements and confirmations;
6. Change certain of your information; and
7. Generally manage your account(s) as specified below.

Your Advisor must be an approved participant in Interactive Brokers's Advisor Program. For more information on the Interactive Brokers Advisor Program, please go to [www.interactivebrokers.ie](http://www.interactivebrokers.ie).

Your Information: Account(s): {{account\_id}}

Name of Account Holder: {{account\_name}}

Financial Advisor Information:

Name of Advisor: {{advisor}}

Name of Advisor Firm (if any): {{advisor\_firm}}

Terms and Conditions:

#### 1. General:

The terms and conditions of this Agreement supplement the provisions of all other agreements between IBIE and you or the Advisor. The terms of the client/customer agreement entered into between you and IBIE will apply to all orders and transactions entered into by an Advisor on your behalf.

#### 2. Request to Deduct advisory fees if Applicable:

- A. You request and authorise IBIE to deduct from your IBIE account(s) advisory fees (and sub-advisor fees, if the Advisor has appointed one or more sub-advisors) and to disburse those advisory fees directly to the Advisor (or sub-advisor(s)), based on the fee arrangement(s) that you have agreed upon and that either you or the Advisor have specified to IBIE. If the Advisor bills you directly for the advisory fees, or if the Advisor does not charge you a fee for any advisory services provided to you, you shall promptly notify IBIE of that fact and IBIE will not deduct advisory fees from your account(s).
- B. Depending on the equity in your account(s), the deduction of advisory fees in an IBIE margin account may cause the account to incur margin interest. Furthermore, if the deduction of advisory fees would cause the account(s) to have insufficient equity to cover margin requirements, or to satisfy any other obligation to IBIE, IBIE may, at its sole discretion: (1) deduct the advisory fees and exercise any of its rights and/or remedies

under the IBIE client/customer agreement, including liquidating positions in the account(s) without prior notice in order to satisfy margin requirements or obligations; and/or (2) decline to deduct the advisory fees, in which case you will be liable to pay such advisory fees to the Advisor.

### 3. Delivering Trade Confirmations and Account Statements to Advisor:

You may request that IBIE send and/or provide access to all trade confirmations and account statements directly to the Advisor, and not to you directly. You may change or terminate this instruction pursuant to Section 10 of this Agreement.

### 4. Advisor's Authority

- A. You hereby authorize the Advisor 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 your risk. You understand that a commission will be charged to your account(s) each time a trade is effected.
- B. You authorize the Advisor to: (i) engage one or more sub-advisors to manage the investment of some or all of the assets you hold at IBIE; (ii) allocate assets among such sub-advisors; (iii) permit such sub-advisors to exercise the same trading and investment discretion in relation to your account(s) as exercised by the Advisor; and (iv) permit such sub-advisors to receive all information regarding your account(s). You authorize IBIE to accept the instructions of sub-advisors designated by the Advisor and to accept the instructions of employees, agents or representatives of the Advisor or sub-advisors and you acknowledge that IBIE shall have no obligation to confirm that such instructions from sub-advisors are permitted under the standalone advisory agreement entered into between you and the Advisor.
- C. You authorize the Advisor to arrange for the deposit of funds and assets to your account(s) and to redeem or withdraw funds or assets from your account(s) (including the delivery of securities from the account(s)), for your benefit, regardless of the tax consequences. The Advisor may initiate transfers (including inter-broker transfers), rollovers, or other transfers of assets between and among your account(s).

### 5. IBIE's Authority to liaise with the Advisor:

- A. This Agreement authorizes IBIE to accept the instructions of the Advisor on your behalf. This Agreement will be applicable to all assets you hold in all IBIE accounts for which the Advisor has been designated
- B. You authorize IBIE:
  - i. To accept instructions from the Advisor with respect to your account(s) and act upon such instructions as though originating from you;
  - ii. Acting on the Advisor's instructions, to aggregate transaction orders for your account(s) with orders for one or more other account(s) over which the Advisor has trading authority;
  - iii. To provide to the Advisor all information regarding your account(s) including account statements, confirmations and tax information; and
  - iv. To allow the Advisor to add, delete or change your account(s) information.

- C. IBIE is authorised, but not required to, conduct further enquiry or seek authorisation from you or to seek further clarification from the Advisor or you regarding any instruction from the Advisor for your account(s). IBIE reserves the right, in its sole discretion, to refuse to act upon specific instructions from the Advisor, or to no longer carry out instructions from the Advisor and shall promptly notify you, unless such notification is in breach of applicable law. You acknowledge that all information provided by either, you under this Agreement, or the Advisor on any instruction from, or otherwise provided to IBIE in the application process, is subject to verification.
- D. You authorise IBIE 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 you acknowledge that IBIE has no duty to supervise or monitor the Advisor's management of your account(s) or compliance with applicable law.

6. Provision of Data to the Advisor:

- A. You hereby authorise IBIE to share your personal data with the Advisor and if applicable sub-advisors for the purpose of the Advisor's management of your account(s) until such time as you notify us in writing that you no longer wish the Advisor (or sub-advisor if applicable) to manage your account(s). You hereby further acknowledge that it is within IBIE's legitimate interests to share your personal data with the Advisor and, if applicable, sub-advisors for the purposes set forth in this Agreement.
- B. All processing of personal data by Advisor and sub-advisors shall be subject to the Advisor's privacy policy and you are advised to review such policies. These policies will govern the use of any information you submit to the Advisor and any data you authorise IBIE to share with the Advisor and/or any sub-advisors. We do not accept any responsibility or liability for the privacy practices of the Advisor or any its sub-advisors.

7. Not a Substitute for advisory agreement:

A. You acknowledge that this Agreement:

- i. Authorises IBIE to accept instructions from the Advisor regarding your account(s) and to allow the Advisor to conduct activities with respect to your account(s); and
- ii. Is not a substitute for an advisory agreement and is not designed to satisfy any regulatory obligations applicable to the Advisor.

8. Role of IBIE - Disclaimer and Waiver of Liability:

**THE ADVISOR WAS SELECTED SOLELY BY YOU AND HAS NOT BEEN RECOMMENDED OR ENDORSED BY IBIE. THE ADVISOR IS NOT EMPLOYED BY OR REGISTERED OR ASSOCIATED WITH IBIE. IBIE WILL NOT INVESTIGATE OR ASSESS THE COMPETENCE OR THE INTEGRITY OF THE ADVISOR OR MONITOR THE ACTIONS OF THE ADVISOR OR ANY SUB-ADVISORS. IBIE WILL NOT REVIEW THE ADVISOR'S RECOMMENDATIONS OR ASSESS THE SUITABILITY OF ANY TRADING OR INVESTMENT RECOMMENDATIONS OR DECISIONS OF THE ADVISOR OR SUB-ADVISORS OR OF YOU. IBIE DOES NOT PROVIDE ADVISORY SERVICES TO YOU AND IBIE WILL NOT PROVIDE INVESTMENT OR TRADING OR TAX ADVICE REGARDING THE ACCOUNT TO YOU.**

9. Advisor's Compliance with applicable Laws and Regulations:

The Advisor and any sub-advisors appointed by the Advisor will be required to comply with all applicable state and European securities laws and regulations, and will comply with any applicable laws of Non-E.U. jurisdictions (hereinafter "applicable Laws and Regulations"). IBIE assumes no responsibility for determining if the Advisor is complying with applicable Laws and Regulations regarding its provision of advisory services. YOU ACKNOWLEDGE THAT IBIE IS NOT RESPONSIBLE FOR DETERMINING WHETHER THE ADVISOR IS REQUIRED TO BE REGISTERED OR LICENSED OR WHETHER THE ADVISOR IS EXEMPT FROM REGISTRATION OR LICENSING. THIS IS SOLELY THE RESPONSIBILITY OF THE ADVISOR. IF YOU HAVE QUESTIONS ABOUT THIS, YOU MUST CONTACT THE ADVISOR DIRECTLY FOR FURTHER INFORMATION.

10. Term and Termination:

- A. This Agreement shall remain in effect until IBIE receives written notice of its termination from you, pursuant to Section 10B of this Agreement and IBIE has had sufficient time to process such notice and terminate the Advisor's authority pursuant to Section 10C of this Agreement.
- B. You agree to notify IBIE immediately, in writing by contacting IBIE Customer Service at [help@interactivebrokers.com](mailto:help@interactivebrokers.com) if you terminate your relationship with the Advisor or, for any other reason(s) that you may wish to terminate, modify or revoke this Agreement, including if you wish to direct the trading in your account(s) or if you wish to use the advisory services of another advisor
- C. IBIE shall, upon receipt of your request, pursuant to Section 10B, terminate the Advisor's access to trade confirmations and account statements as soon as it is reasonably practicable to do so. It is your obligation to notify the Advisor that you have withdrawn the Advisor's access to trade confirmations and account statements.
- D. In the event of such termination, modification or revocation, you may decide that trade confirmations and account statements should be sent directly to you. You may request access to your account(s) by contacting IBIE Customer Service at [help@interactivebrokers.com](mailto:help@interactivebrokers.com) or calling the toll free Client Service number listed on IBIE's website at [www.interactivebrokers.ie](http://www.interactivebrokers.ie). For the avoidance of doubt, calling IBIE Customer Service by telephone shall not be considered sufficient notice of termination, modification or revocation of the Agreement, as required under this Section 10 of the Agreement. At your request, IBIE will provide you with a username and password so that you may view account statements online at the IBIE website.

11. Acknowledgments:

You acknowledge that IBIE will not supervise or monitor the Advisor's trading decisions or other activities.

12. Representations and Acknowledgments:

- A. As stated in Section 5B, pursuant to the advisory agreement you have granted to Advisor the full discretion to direct the trading in the account(s) on your behalf and you acknowledge that you will not have access to IBIE's electronic systems for placing orders for your account(s). The parties agree that only the Advisor, any sub-advisors, and their employees, agents and representatives will have access to IBIE's electronic systems to conduct trading in your account(s).
- B. If you have any questions or concerns regarding the account(s), you may contact IBIE Customer Service at [help@interactivebrokers.com](mailto:help@interactivebrokers.com) or by calling the toll free Customer Service number listed on IBIE's website at [www.interactivebrokers.ie](http://www.interactivebrokers.ie).

C. The parties acknowledge that:

- i. All claims, questions or disputes regarding IBIE's provision of brokerage services or regarding IBIE's execution of particular trades must be referred to IBIE; and
- ii. The Advisor has no authority to resolve such claims or disputes on IBIE's behalf.

D. ALL CLAIMS OR DISPUTES REGARDING THE ADVISOR'S OR ANY SUB-ADVISOR'S SERVICES OR ACTIONS (INCLUDING SPECIFIC CONDUCT, ADVICE, RECOMMENDATIONS, OR TRADES PLACED BY THE ADVISOR OR FEES OWED) ARE SOLELY BETWEEN YOU AND THE ADVISOR. IBIE IS NOT LIABLE FOR ANY SUCH CLAIMS AND DISPUTES AND YOU UNDERSTAND AND FULLY ACKNOWLEDGE THAT YOU CANNOT BRING A CLAIM AGAINST IBIE OR RECEIVE DAMAGES OR COMPENSATION OF ANY KIND FROM IBIE, INCLUDING CLAIMS FOR DIRECT, INDIRECT, COMPENSATORY, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH CLAIMS AND DISPUTES REGARDING ADVISOR'S OR ANY SUB-ADVISOR'S SERVICES OR ACTIONS. ALL CLAIMS OR DISPUTES REGARDING THE FEES OWED TO ADVISOR ARE SOLELY BETWEEN YOU AND THE ADVISOR. IF YOU DISPUTE THE ADVISOR'S RECEIPT OF ANY FEES THAT IBIE HAS DEDUCTED FROM THE ACCOUNT(S) AND SENT TO THE ADVISOR, YOU UNDERSTAND THAT YOUR SOLE REMEDY IS AGAINST THE ADVISOR AND YOU AGREE NOT TO BRING ANY CLAIM AGAINST IBIE.

13. Limitation of liability:

To the extent permitted by applicable laws, IBIE shall only be liable for any loss or damages incurred by you arising from IBIE's direct material breach of this Agreement. IBIE's total aggregate liability shall be limited to the highest aggregate monthly commissions and fees paid by you to IBIE.

14. Governing Law and Jurisdiction:

This Agreement between you and IBIE is governed by the laws of Ireland. All disputes shall be within the exclusive competence of the Courts of Ireland, unless IBIE chooses to bring an action against the Advisor before any other court having jurisdiction under the ordinary rules of procedure, in particular according to the applicable jurisdiction rules of the relevant European regulation or applicable convention.