



Interactive Brokers Ireland Limited MiFIR Enriched and Delegated Transaction Reporting Agreement (EEA Investment Firms)

This MiFIR Enriched and Delegated Transaction Reporting Agreement ("**Agreement**"), effective as of the Effective Date below, is between Interactive Brokers Ireland Limited ("**IBIE**") and the Client ("**Client**").

1. Client intends to enter into transactions in financial instruments that are subject to MiFIR reporting obligations ("**Financial Instruments**"). Under the Market in Financial Instruments Regulation ("**MiFIR**"), IBIE and Client are required to report complete and accurate details of transactions in Financial Instruments ("**Transactions**") to the competent authority as quickly as possible, and no later than the close of the following working day. In certain cases, MiFIR permits Client to rely on the transaction reports submitted by IBIE to satisfy reporting obligations ("**Enriched Transaction Reporting Services**"). In other cases, Client will delegate the submission of the transaction report to IBIE ("**Delegated Transaction Reporting Services**"). In this Agreement, Enriched Transaction Reporting Services and Delegated Transaction Reporting Services are referred to collectively as "**Transaction Reports**."
2. Enriched Transaction Reporting Services are provided by IBIE to European Economic Area ("**EEA**") regulated Investment Firms for Transactions in Financial Instruments submitted for the benefit of the Investment Firm's clients and for which IBIE is the carrying broker as specified in the IBIE Customer Agreement.
3. Delegated Transaction Reporting Services are provided by IBIE to EEA regulated Investment Firms for all other Transactions submitted by the Investment Firm. This includes Transactions entered by the Investment Firm for its own proprietary account and Transactions in Financial Instruments for which IBIE is not the carrying broker (i.e., where another Interactive Brokers group affiliate is the carrying broker for the Financial Instrument).
4. Transaction Reports transmitted by IBIE under the Enriched Transaction Reporting Services will satisfy Client's reporting obligation, subject to Client providing accurate and complete information.
5. Transaction Reports under the Delegated Transaction Report Services will be transmitted by IBIE on behalf of Client, but Client retains ultimate legal responsibility for its reporting obligation.
6. Client hereby appoints IBIE to submit the Transaction Reports in accordance with this Agreement. Subject to Clause 7 below, IBIE's appointment under this Agreement shall be effective upon execution of this Agreement ("**Effective Date**"), and such appointment shall continue until terminated in accordance with Clause 20. Client must provide IBIE with a Legal Entity Identifier ("LEI") for the purposes of submitting Transaction Reports. Where required (as determined by IBIE in its sole and absolute discretion), Client appoints IBIE to apply for a LEI on its behalf and at Client's cost. For the purposes of this application, Client agrees to provide the relevant information required for the submission as dictated by IBIE.
7. IBIE shall not be obliged to begin reporting any Transaction until IBIE has notified Client that the on-boarding process has been completed.
8. In respect of each Transaction, IBIE will use reasonable efforts to submit a Transaction Report within the timeframes specified under MiFIR containing the minimum details required by MiFIR ("**Reporting Services**").
9. IBIE may decide not to submit a Transaction Report in respect of any Transaction if IBIE reasonably considers that it does not have sufficient information to do so, that any of the information is incomplete, inaccurate, or not compliant with any requirements under MiFIR, or where any reporting may breach any law or regulation.
10. The Reporting Services shall be provided on a reasonable efforts basis and is conditional upon: (i) Client's delivery to IBIE of the requisite data and any other data that may be required to enable IBIE to make such Transaction Reports in a timely manner (collectively, "**Client Data**"), and (ii) Client having a valid LEI.
11. In consideration for IBIE providing the Reporting Services and obtaining and maintaining a LEI, Client shall pay fees ("**Fees**") to IBIE in accordance with the current Fee schedule posted on IBIE's website. Client agrees that IBIE may change the Fees at any time. Fees will be deducted from Client's IBIE account.
12. IBIE may delegate any of its obligations under this Agreement to an affiliate or other third party and Client authorises IBIE to do so without Client's further consent.
13. Each party represents and warrants to the other that it has the requisite power and authority to execute this Agreement and to perform the relevant obligations hereunder.
14. On each occasion on which Client delivers Client Data to IBIE under this Agreement, and on each occasion that IBIE delivers a Transaction Report to an approved reporting mechanism ("**ARM**"), Client hereby agrees, represents, warrants and covenants that: (i) Client Data is complete, accurate and compliant with any requirements under MiFIR; (ii) Client understands that regulatory liability for the accuracy and completeness of such Transaction Reports rests with Client; (iii) Client accepts that under the Delegated Transaction Report Services, while submission of reports may be delegated, responsibility for compliance with Client's regulatory

- requirement to report remains with Client, and (iv) Client understands that IBIE is providing the Reporting Services and submitting Transaction Reports based on IBIE's best efforts to reasonably interpret the MiFIR requirements, which may not be entirely accurate.
15. Client consents to IBIE submitting Client Data associated with any Transaction to: (i) a legal or regulatory authority whose rules or requirements with respect to disclosure are applicable; (ii) an ARM; and (iii) any of IBIE's affiliates or agents for the purpose of providing the Reporting Services.
 16. IBIE has no obligation in respect of, and accepts no liability for, verifying the validity or accuracy any Client Data provided to IBIE.
 17. IBIE and its affiliates, and their respective directors and officers shall not be liable for any loss, cost, charge, fee, expense, penalty or damage resulting from any act or omission made in connection with this Agreement, other than to the extent arising directly from IBIE's gross negligence, wilful misconduct or fraud. Subject always to the foregoing, and in circumstances where IBIE is liable pursuant to this Clause 17, IBIE's total aggregate liability howsoever arising, including without limitation in contract, tort (including, without limitation, negligence), breach of statutory duty, restitution or otherwise, arising out of, in connection with or in relation to this Agreement shall be limited in any Year to the amount of Fees paid by the Client in that Year under this Agreement or ?5,000, whichever is higher. IBIE and the Client each acknowledge and agree that these exclusions and limitations of liability are reasonable in the circumstances taking into account the nature of the Delegated Transaction Reporting Services being provided by IBIE to the Client and the Fees paid by the Client for such services. In this Clause 17, a "Year" shall mean a period of 12 months commencing on the Effective Date or any anniversary of the Effective Date.
 18. IBIE shall not be liable for any partial or non-performance of the reporting obligation by reason of any force majeure event, technical error, breakdown or failure of transmission, communication or computer facilities.
 19. Except in the case of gross negligence, wilful misconduct or fraud on the part of IBIE, Client shall indemnify and hold harmless IBIE and its affiliates, and each of their respective directors, officers, employees, agents and affiliates, from and against any claim, damages, loss, liability, cost and/or expense (including, but not limited to, reasonable attorney's fees and costs) that directly or indirectly arise from or are caused by, or in connection with: (i) this Agreement, (ii) any breach by Client of its obligations under this Agreement, or (iii) Client's use of the Reporting Services.
 20. Either party may terminate this Agreement at any time upon the giving of not less than 60 (sixty) calendar days' prior written notice or, in either case, sooner if pursuant to legal or regulatory requirement. Client shall provide this written notice by way of email, to be marked for the attention of the IBIE Compliance Department, to compliance@interactivebrokers.ie. IBIE may terminate this Agreement immediately: (i) in the event that Client becomes insolvent; (ii) in the event of a material breach of Client's obligations under this Agreement, any other agreement between Client and IBIE or its affiliates or of any rules or regulations of any regulatory authority or applicable law material to Client's ability to perform Client's obligations under this Agreement. Clauses 16, 17, 18, 19 and 22 shall survive termination or expiration of this Agreement.
 21. Client may not transfer this Agreement or any interest in or under it to any third party without IBIE's prior written consent. IBIE may assign this Agreement to an affiliate. This Agreement shall be amended as needed from time to time as and when required by changes in reporting requirements, systems or processes or for any other similar reason. IBIE is not acting as Client's fiduciary or adviser.
 22. This Agreement 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 Client 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.

CUSTOMER REPRESENTS THAT THE FOREGOING INFORMATION AND ALL OTHER INFORMATION PROVIDED DURING THE ACCOUNT APPLICATION PROCESS IS TRUE AND CORRECT AND AGREES TO NOTIFY IBIE BY EMAIL OF ANY MATERIAL CHANGES THEREIN. CUSTOMER AUTHORISES IBIE TO CONFIRM THE ACCURACY OF THE INFORMATION AS IT DEEMS NECESSARY.

BY TYPING MY SIGNATURE AND SENDING IT VIA THE INTERNET, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL INFORMATION PROVIDED DURING THE APPLICATION PROCESS; THAT I INTEND IBIE TO RELY UPON IT; THAT I INTEND TO BE BOUND THEREBY; AND THAT I UNDERSTAND AND AGREE THAT MY ELECTRONIC SIGNATURE IS THE EQUIVALENT OF A MANUAL WRITTEN SIGNATURE.