

INTERACTIVE BROKERS CENTRAL EUROPE ZRT.

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 Central Europe Zrt. ("**IBCE**") by an Introducing Broker. IBCE and the Introducing Broker are parties to a Fully Disclosed Clearing Agreement pursuant to which IBCE performs certain services with respect to your account.
- 2. The terms and conditions of the Interactive Brokers Central Europe Zrt. Main Agreement ("Agreement") and the Business Rules and General Terms and Conditions ("General Business Rules") apply to your account and are incorporated herein by reference.
- 3. Responsibilities of IBCE: IBCE 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. <u>Responsibilities of your Introducing Broker</u>: The Introducing Broker will be responsible for the following services regarding Client accounts:
 - a) Introducing Client accounts to IBCE and providing Clients with instructions on how to apply for IBCE 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 IBCE for execution (you may also submit orders directly to IBCE through IBCE's order entry software) and
 - d) Providing notice to Clients of commission rates and fees.
- 5. <u>Commissions and Fees</u>: The Introducing Broker is responsible for notifying Clients of all commissions and fees applicable to Client accounts. IBCE will deduct applicable commissions and fees from Client accounts. Commission and fee payments owed by Clients may be allocated between the Introducing Broker and IBCE as Introducing Broker and IBCE agree from time to time.
- 6. <u>Customer Service</u>: The Introducing Broker agrees to address any client communications or inquiries, including complaints, to the best of its ability if contacted directly by the client. The Broker will promptly forward communications or inquiries by clients to IBCE in the event it is unable to provide a sufficient and satisfactory solution for the client for any such client communication. The Introducing Broker shall not represent IBCE in any disputes and issues concerning IBCE's performance of its responsibilities for Client accounts (such as trading issues, execution questions, margin and credit issues, etc.) and all such inquiries will be forwarded to IBCE if received by the Introducing Broker and IBCE will communicate the resolution to the Introducing Broker (or in exceptional cases, the Client). THE INTRODUCING BROKER SHALL HAVE NO AUTHORITY TO BIND IBCE OR TO ENTER INTO ANY AGREEMENT, UNDERSTANDING OR COMMITMENT GIVING RISE TO ANY LIABILITY OR OBLIGATION OF IBCE.
- 7. Orders: IBCE is authorised to accept orders from you or from your Introducing Broker for your account. IBCE 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 COMMUNICATIONS OR TRANSMISSIONS OF ORDERS FROM YOUR INTRODUCING BROKER TO IBCE ARE THE SOLE RESPONSIBILITY OF YOUR INTRODUCING BROKER.



- 8. <u>Account Information</u>: 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 IBCE 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 IBCE nor its employees or representatives provide any investment, tax or trading advice; nor do they solicit orders. You further acknowledge that neither IBCE 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. IBCE 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 IBCE, nor shall they hold themselves out as such.