Interactive Brokers Central Europe Zrt. EMIR Delegated Transaction Reporting Agreement

This EMIR Delegated Transaction Reporting Agreement ("Agreement"), effective as of the Effective Date below, is between Interactive Brokers Central Europe Zrt. ("IBCE") and the Client ("Client").

1. Client has entered into and/or intends to enter into derivative transactions with IBCE. Under the European Market Infrastructure Regulation and related rules and regulations ("EMIR"), IBCE and Client are required to report the details of certain derivative transactions ("Transactions") to a trade repository recognised under EMIR. EMIR permits one party that is subject to the transaction-reporting obligation to delegate the submission of the transaction report ("Transaction Report") to the counterparty or a third party.

2. Client hereby appoints IBCE to submit the Transaction Reports in accordance with this Agreement. Subject to Clause 3 below, IBCE'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 16. The Client must provide IBCE with a Legal Entity Identifier ("LEI") for the purposes of submitting transaction reports. Where required (as determined by IBCE in its sole and absolute discretion), the Client appoints IBCE to apply for a LEI on its behalf and at Client's cost. For the purposes of this application, the Client agrees to provide the relevant information required for the submission as dictated by IBCE.

3. IBCE shall not be obliged to begin reporting any transaction until IBCE has notified Client that the on-boarding process has been completed.

4. In respect of each Transaction, IBCE will submit a Transaction Report, within the timeframes specified under EMIR, containing the minimum details required by EMIR ("Reporting Service").

5. IBCE may decide not to submit a Transaction Report in respect of any Transaction if IBCE 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 EMIR, or where any reporting may breach any law or regulation.

6. The Reporting Services shall be provided on a reasonable efforts basis and is conditional upon: (i) Client's delivery to IBCE of the requisite counterparty data and any other data that may be required to enable IBCE to make such Transaction Reports in a timely manner (collectively, "Client Data"), and (ii) Client having a valid LEI.

7. In consideration for IBCE providing the Reporting Services and obtaining and maintaining a LEI, Client shall pay fees ("Fees") to IBCE in accordance with the current Fee Schedule posted on IBCE's website. Client agrees that IBCE may change the Fees at any time. Fees will be deducted from Client's IBCE account.

8. IBCE may delegate any of its obligations under this Agreement to an affiliate or other third party and you authorise us to do so without your further consent.

9. 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.

10. On each occasion on which Client delivers Client Data to IBCE under this Agreement, and on each occasion IBCE delivers a Transaction Report to a trade repository, Client hereby agrees, represents, warrants and covenants that: (i) the Client Data is complete, accurate and compliant with any requirements under EMIR; (ii) Client understands that regulatory liability for the accuracy and completeness of such transaction reports, even where delegated, rests with the Client accepts that while submission of reports may be delegated, responsibility for compliance with Client's regulatory requirement to report remains with the Client, and (iii) Client understands that IBCE is providing the Reporting Services and submitting Transaction Reports based on IBCE's interpretation of EMIR, which may not be entirely accurate.

11. Client consents to IBCE submitting the Client Data associated with any Transaction to: (i) a legal or regulatory authority whose rules or requirements with respect to disclosure are applicable; (ii) a EMIR recognised trade repository; and (iii) any of the affiliates of IB Group for the purpose of providing the Reporting Services.

12. IBCE has no obligation in respect of, and accepts no liability for, verifying the validity or accuracy any Client Data provided to IBCE.

13. IBCE, the affiliates of the IB Group, 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 IBCE's gross negligence, wilful misconduct or fraud.
14. IBCE 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.

15. Except in the case of gross negligence, wilful misconduct or fraud on the part of IBCE, Client shall indemnify and hold harmless IBCE and affiliates of the IB Group, 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 the Client of its obligations under this Agreement, or (iii) Client's use of the Reporting Service.

16. Either party may terminate this Agreement at any time upon the giving of not less than 60 (sixty) days' prior written notice or, in either case, sooner if pursuant to legal or regulatory requirement. IBCE 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 any of us or of any rules or regulations of any regulatory authority or applicable law material to your ability to perform your obligations under this Agreement. Clauses 12, 13, 14, 15 and 18 shall survive termination or expiration of this Agreement.

17. Client may not transfer this Agreement or any interest in or under it to any third party without IBCE's prior written consent. IBCE may assign this Agreement to an affiliate of the IB Group. 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. IBCE is not acting as the Client's fiduciary or adviser.

18. The Parties shall endeavour to settle disputes arising out of this Agreement primarily in an amicable manner. The Client may notify the Company of its objections, claims and complaints arising from this Agreement in accordance with the provisions of the Complaint Handling Policy. The Company will investigate the matter and make a decision within 30 days, of which the Client will be notified in writing. If the above procedure does not lead to a result, the Parties—if the Client does not qualify as a consumer—submit to the exclusive competence and jurisdiction of the Commercial Court of Arbitration. The Commercial Court of Arbitration shall act in accordance with its own Rules of Procedure, in the Hungarian language. The Client is entitled to exclude the exclusive competence and jurisdiction of the Commercial Court of Arbitration with a unilateral declaration made at the time of concluding the agreement. If a Client qualifies as a consumer, the general rules of Act CXXX of 2016 on Civil Procedures (Civil Procedures Act, Pp.) shall apply.

**Signature**

By typing my signature and clicking ‘Continue’ below:

i. I confirm that the foregoing information and all other information and/or documentation provided during the account application process is accurate, complete, true, correct and up-to-date and I agree to promptly notify Interactive Brokers Central Europe Zrt. in writing by contacting Customer Services at help@interactivebrokers.com of any changes to such information and/or documentation. I authorise Interactive Brokers Central Europe Zrt. and/or IB Group affiliates to confirm the accuracy and completeness of the information and/or documentation provided by me; and

ii. I acknowledge that I have read and understood all of the information provided to me during the account application process; that I intend Interactive Brokers Central Europe Zrt. to rely upon all of the information and/or documentation that I have provided as part of the account opening process; that I intend to be bound by the terms of the Interactive Brokers Central Europe Zrt. Customer Agreement and General Business Rules and by the terms of all of the other agreements and disclosures provided to me during the account application process; I consent to providing my signature electronically and I understand that my electronic signature is the legal equivalent of a handwritten signature.

Account Title: 

Dated:

Authorised Person:  

Agreed for and on behalf of Client:  

TYPING YOUR NAME IS EQUIVALENT TO A HANDWRITTEN SIGNATURE