



Interactive Brokers Ireland Limited EMIR Delegated Transaction Reporting Agreement

This EMIR 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 has entered into and/or intends to enter into derivative transactions with IBIE or its affiliates. Under the European Market Infrastructure Regulation and related rules and regulations ("**EMIR**"), IBIE and Client are required to report the details of certain derivative transactions ("**Transactions**") to a trade depository recognised under EMIR. EMIR permits one party that is subject to the transaction-reporting obligation to delegate the submission of the transaction reports ("**Transaction Reports**") to the counterparty or a third party.
2. Client hereby appoints IBIE to submit the Transaction Reports in accordance with this Agreement. Subject to Clause 3 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 16. 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.
3. IBIE shall not be obliged to begin reporting any Transaction until IBIE has notified Client that the on-boarding process has been completed.
4. In respect of each Transaction, IBIE will submit a Transaction Report, within the timeframes specified under EMIR, containing the minimum details required by EMIR ("**Reporting Services**").
5. 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 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 IBIE of the requisite counterparty 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.
7. 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.
8. 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.
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 IBIE under this Agreement, and on each occasion IBIE delivers a Transaction Report to a trade repository, Client hereby agrees, represents, warrants and covenants that: (i) 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 Client; (iii) Client accepts that 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 interpretation of EMIR, which may not be entirely accurate.
11. 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 EMIR recognised trade repository; and (iii) any of IBIE's affiliates or agents for the purpose of providing the Reporting Services.
12. IBIE has no obligation in respect of, and accepts no liability for, verifying the validity or accuracy any Client Data provided to IBIE.
13. 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 13, 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 13, a "Year" shall mean a period of 12 months commencing on the Effective Date or any anniversary of the Effective Date.
14. 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.
 15. 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.
 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. 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 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 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.
 18. 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.

CLIENT 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. CLIENT 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.