

Interactive Brokers (U.K.) Limited Fully-Disclosed SIPP Account Clearing Agreement

This Fully-Disclosed SIPP Account Clearing Agreement ("Agreement") is entered into by and between Interactive Brokers (U.K.) Limited, a limited company that is duly organized and existing under the laws of England, with a principal place of business located in London, England ("IB UK") and **[INSERT NAME OF SIPP ADMIN]**, a company operating as administrator and trustee for self invested personal pensions and similar schemes (the "Scheme Administrator"), (collectively "the Parties").

WHEREAS, the Scheme Administrator desires to introduce SIPP accounts to IB UK on a fully disclosed basis ("Accounts");

WHEREAS, IB UK desires to make execution and clearing services available for the Accounts, subject to the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained in this Agreement and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, and intending to be legally bound by this Agreement, the Parties agree as follows:

1. Definitions: The following capitalized terms shall have the meanings set forth below:
 - A. "Applicable Laws" shall mean all applicable laws, governmental, regulatory, self-regulatory, exchange and clearing house rules, regulations, regulatory guidelines, interpretations, protocols and the customs and usages of the applicable exchanges and clearing houses, except for SIPP Laws and Scheme Rules.
 - B. "Scheme Rules" shall mean the trust deed and rules related to the Customer's SIPP.
 - C. "SIPP" shall mean self invested personal pensions and similar schemes.
 - D. "SIPP Laws" shall mean all applicable laws and regulations regarding self invested personal pensions and similar schemes.
2. Establishment of the Accounts: The Accounts shall be established and maintained in conformity with Applicable Laws and SIPP Laws.
3. Applicable Fully Disclosed Accounts: This Agreement shall apply to all Accounts introduced by the Scheme Administrator and carried by IB UK or any affiliate of IB UK ("Affiliate").
4. Allocation of Responsibilities: The Scheme Administrator shall introduce Customers to IB UK on a fully disclosed basis pursuant to the terms and conditions of this Agreement. The Accounts shall be carried in the name of the fully disclosed SIPP customers ("Customers"), allowing for any unique designation that Customer may have with the Scheme Administrator. Responsibilities of the Parties shall be allocated as set forth below. The Scheme Administrator authorizes IB UK to use the services of one or more other persons or entities, including its Affiliates, in connection with IB UK's obligations under this Agreement.

A. Opening, Approval and Monitoring of Accounts:

1. IB UK shall be responsible for the opening and approval of the Accounts.
2. IB UK shall not be responsible for monitoring, supervising or ensuring that the Accounts or any transactions in connection with the Accounts conform to SIPP Laws or the Scheme Rules.
3. IB UK shall not have any discretionary authority with respect to any Account.
4. IB UK shall: (a) verify Customers' identities; (b) obtain certain information from each Customer to determine whether the Customer satisfies IB UK's criteria for establishing a direct access brokerage account and trading the investment products requested by Customer; (c) approve or disapprove the opening of the account; and (d) maintain those new account records related to the foregoing that are required by Applicable Laws.
5. If applicable, the Scheme Administrator shall be solely and exclusively responsible for satisfying all other requirements of "know your customer," suitability and sales practice requirements including, without limitation, all requirements related to any investment advice, investment recommendations, solicitation of orders, discretionary trading authority or any other service that the Scheme Administrator may provide to Customer.
6. The Scheme Administrator agrees to: (i) maintain all records related to the Accounts that are required by Applicable Laws and SIPP Laws, (ii) monitor the cash, money and asset transfer activities of the Accounts to ensure that all Account activities are in compliance with SIPP Laws and the Scheme Rules, and (iii) supervise and monitor the Accounts to ensure that the Customers only engage in transactions and adhere to any borrowing limits which are permitted under SIPP Laws and the Scheme Rules.

B. Required Disclosures: The Parties agree to provide Customers with any disclosures required to be given to Customers under Applicable Laws of their respective home countries. The Scheme Administrator agrees to provide Customers with any disclosures required to be given to Customers under SIPP Laws.

C. Investment Advice: Representatives of IB UK and its Affiliates are not authorized to provide investment, tax or trading advice or to solicit orders and none of the information, research or other material provided by IB UK or on IB UK's website constitutes a recommendation by IB UK or a solicitation to buy or sell securities, options, futures or other investment products.

D. Receipt, Segregation, Safeguarding and Delivery of Customer Funds and Extension of Credit:

1. IB UK shall receive, segregate, and deliver Customer funds, securities, and other property in accordance with Applicable Laws. IB UK may enter into arrangements with appropriate third parties, including but not limited to its Affiliates, for the provision of the foregoing services to the Accounts.
2. Client Money and Custody Rules:
 - a. IB UK and its Affiliates may deposit and hold money, securities, and other assets (including, but not limited to, collateral and safe custody investments) on behalf of Customers in accounts that are located outside of the United Kingdom. The legal, regulatory, and settlement regime applicable to IB UK's Affiliates and to the entities in which Customer's money,

securities and other assets will be held will be different from that of the United Kingdom. Among other things, different practices for the separate identification of Customers' money, securities, and assets may apply and, in the event of a default of an IB UK Affiliate or any entity in which Customers' money, securities and other assets are held, Customers' money, securities and assets may be treated differently from the position that would apply if the money, securities or assets were held in the United Kingdom.

- b. To the extent that IB UK's Affiliate Interactive Brokers LLC ("IB LLC") holds Customer money, securities, or other assets, IB LLC will hold such money, securities, and assets in accordance with the rules of the U.S. Securities and Exchange Commission ("SEC") and the U.S. Commodity Futures Trading Commission ("CFTC"), as applicable. In such event, it is hereby agreed between the Scheme Administrator and IB UK that, for purposes of the "financial responsibility rules" of the SEC and Securities Investor Protection Act, the participants in the Accounts shall be deemed "customers" of IB LLC.
3. IB UK and/or its Affiliates shall credit each Account with any credit interest owed in accordance with the applicable credit interest terms and rates. IB UK shall deduct the debit interest owed in each Account in accordance with the applicable debit interest terms and rates.
4. IB UK and/or its Affiliates may engage in stock lending activity and the lending of Customer collateral, securities or other property including, but not limited to, using Customer collateral, securities or other property for their own accounts or for the accounts of other Customers, and lending, either to themselves, to their Affiliates, or to others, any Customer collateral, securities and other property in Customers' Accounts. Pursuant to Applicable Laws, IB UK or its Affiliates may deposit collateral, securities and/or other Customer property with third parties and may pledge, re-pledge, hypothecate or re-hypothecate Customer collateral, securities and/or other Customer property, either separately or together with other securities and/or other property of other Customers of IB UK or its Affiliates for any amount due to IB UK or its Affiliates in any Account in which Customer has an interest. IB UK or its Affiliates, may so pledge, re-pledge, hypothecate or re-hypothecate Customer collateral, securities and/or other property without retaining in IB UK's or its Affiliate's possession or under its control for delivery a like amount of similar collateral, securities and/or other property and IB UK or its Affiliates may return to Customer collateral, securities and/or other property other than the original, or original type of, collateral, securities and/or property that Customer deposited with IB UK. Collateral that is registered with a third party may not be in Customer's name.
5. IB UK and/or its Affiliates may hold securities in the Customer's name ("Customer Name Securities"), or may cause such securities to be registered in the name of IB UK or its Affiliates or its nominee or in the names or nominees of any depository used by IB UK or its Affiliates. In connection with Customer Name Securities, the Scheme Administrator shall be responsible for, among other things, collecting and paying of dividends, transmitting and handling tenders or exchanges pursuant to tender offers and exchange offers,

transmitting proxy materials and other shareholder communications, and handling exercises or expirations of rights and warrants or redemptions.

E. Acceptance and Submission of Orders and Instructions:

1. IB UK and/or its Affiliates are authorized to accept orders directly from a Customer for its Account or from the Scheme Administrator for a Customer's Account. For orders transmitted by the Scheme Administrator, the Scheme Administrator is solely responsible for determining whether such orders are properly authorized by the Customer and IB UK will not contact the Customer to verify or confirm, prior to execution, orders sent by the Scheme Administrator. For orders transmitted by the Scheme Administrator, the Scheme Administrator shall be solely responsible for any errors in the transmission of such orders.
2. IB UK and/or its Affiliates shall process instructions received from Customers (or from the Scheme Administrator on behalf of Customers) with respect to voluntary corporate actions (e.g., exchange offers, rights offerings, warrants, tender offers) involving the Accounts.

F. Customer Support: IB UK will provide necessary information and assistance to the Scheme Administrator to assist the Scheme Administrator in providing customer service. Disputes and issues concerning IB UK's performance of its responsibilities for the Accounts (e.g., questions relating to execution, margin and credit issues, etc.) will be forwarded to IB UK by the Scheme Administrator and will be addressed by IB UK and/or its Affiliates and the resolution communicated to the Scheme Administrator. The Scheme Administrator shall have no authority to bind IB UK or to enter into any agreement, understanding or commitment giving rise to any liability or obligation of IB UK.

G. Execution, Clearing and Settlement: IB UK and/or its Affiliates shall execute orders and clear and settle transactions executed for the Accounts, pursuant to the terms and conditions of this Agreement and Applicable Laws.

H. Commissions and Fees:

1. If applicable, the Scheme Administrator shall notify IB UK of the commission rates applicable to transactions for the Accounts, where these rates differ from IB UK's standard commission rates. Commission rates for the Accounts shall be no lower than the standard commission rates published on the IB UK website. The Scheme Administrator is responsible for notifying Customer of the commission rates for the Accounts and any fees applicable to the Accounts. The Scheme Administrator represents and warrants that the commission rates for the Accounts shall be commercially reasonable and shall comply with Applicable Laws, SIPP Laws and the Scheme Rules.
2. IB UK shall deduct applicable commissions and fees from the Accounts.
3. IB UK shall calculate and retain IB UK's and/or its Affiliates share of the commissions and fees collected for transactions in the Accounts. The Scheme Administrator's commissions and fees collected by IB UK for the Accounts shall be remitted periodically to the Scheme Administrator. The Scheme Administrator agrees to return to IB UK immediately any funds of any kind erroneously or improperly remitted to the Scheme Administrator by IB UK. In the event that funds in an Account are insufficient to pay IB UK's portion of commissions and

fees and the Scheme Administrator's portion, IB UK's portion shall be paid first.

I . Confirmations and Statements: IB UK and/or its Affiliates shall be responsible for providing confirmations and statements to Customers.

J . Books and Records:

- 1 . IB UK and/or its Affiliates shall be responsible for maintaining required books and records including, without limitation, account documentation required for a brokerage account and for trading the products requested by Customer, in connection with the Accounts. If the Scheme Administrator is required under its home country laws and regulations or the home country laws and regulations of the Customer to maintain additional books and records, the Scheme Administrator shall do so. The Scheme Administrator is responsible for all reporting obligations under SIPP Laws, including reporting applicable Account and Customer information to the HM Revenue & Customs.
- 2 . The Scheme Administrator shall have access to account information regarding the Accounts introduced by the Scheme Administrator.

K . Complaints: Complaints will be handled pursuant to the Financial Conduct Authority Dispute Resolution ("DISP") rules. With respect to securities or equity options transactions only, in the event that IB UK and/or its Affiliates receives any complaint regarding the Scheme Administrator or its associated persons relating to functions and responsibilities allocated to the Scheme Administrator pursuant to this Agreement, IB UK is authorized and directed to provide such complaint to the Scheme Administrator's Designated Examining Authority (or, if none, to the Scheme Administrator's appropriate regulatory agency or authority). The Scheme Administrator agrees that IB UK may, in addition, furnish other complaints regarding the Scheme Administrator to the Scheme Administrator's regulators, if IB UK, in its sole discretion, determines that such action is appropriate.

L . Customer Agreements: Nothing in this Agreement shall be deemed to alter or supersede the rights of IB UK and/or its Affiliates pursuant to the agreements entered with the Customers ("Customer Agreements"). IB UK retains complete discretion in determining whether to approve account applications from prospective Customers, to suspend or terminate Customer Accounts, to handle and resolve disputes with Customers, and to take any other action with respect to Customers or Customers' Accounts under the relevant Customer Agreements.

5 . Representations and Warranties:

- A. The Scheme Administrator represents that the Scheme Administrator is authorized pursuant to its articles of incorporation, charter, by-laws, operating agreement or other governing document(s), Applicable Laws and SIPP Laws to: (1) retain the services of IB UK; (2) enter into this Agreement; and (3) engage in all transactions and activities contemplated by this Agreement.
- B. The Scheme Administrator represents that all information provided by the Scheme Administrator to IB UK in the account application and during the account approval process is true and correct.
- C. The Scheme Administrator represents that the Scheme Administrator and its officers, directors and employees are and shall remain for the duration of this

Agreement properly registered, licensed, or authorized (unless such persons are not required to be so registered, licensed, or authorized), under Applicable Laws and SIPP Laws. The Scheme Administrator shall promptly notify IB UK of any material changes in any of its regulatory or self-regulatory organization registrations, licensures, authorizations, or memberships.

- D. The Scheme Administrator represents that the Scheme Administrator and its officers, directors and employees are now, and shall remain, in compliance with Applicable Laws and SIPP Laws. The Scheme Administrator shall comply with whatever non-member access rules have been promulgated by any exchange for which the Scheme Administrator transmits orders.
- E. The Scheme Administrator represents that there are no civil or criminal complaints, investigations, proceedings, actions or suits pending against or involving the Scheme Administrator or any of the Scheme Administrator's officers, directors, or employees: (1) which allege any violation by the Scheme Administrator of any of the criminal, securities, or commodities laws or regulations of any jurisdiction, regulatory or self-regulatory organization, or exchange or (2) which, if decided, would have a material, adverse effect on the ability of the Scheme Administrator to fulfill its obligations under this Agreement.

6. Reporting, Confidentiality and Data Protection:

- A. Disciplinary Action, Suspension, or Restriction: The Scheme Administrator shall immediately notify IB UK if the Scheme Administrator becomes subject to any disciplinary action, suspension or restriction imposed by any agency, regulatory or self-regulatory organization, or exchange that would materially and adversely affect the Scheme Administrator's ability to fulfill its obligations hereunder, and shall promptly provide to IB UK a copy of any decision relating to such disciplinary action, suspension, or restriction. The Scheme Administrator also shall immediately notify IB UK of any other restriction on its activities with respect to the Accounts or Customers. In either of these events, IB UK may take any action it deems to be necessary: (1) to assure itself that the Scheme Administrator will continue to comply with Applicable Laws notwithstanding such action, suspension or restriction, and (2) to comply with any requests, directives, or demands made upon IB UK by any agency, regulatory or self-regulatory organization, or exchange.
- B. Requests for Information and Cooperation with Inquiries: The Scheme Administrator agrees to cooperate fully with, and shall comply with all appropriate requests for information arising from, any inquiry or investigation by IB UK and/or its Affiliates or any agency, regulatory or self-regulatory organization, or exchange regarding any activities of the Scheme Administrator or of Customers.
- C. Confidentiality and Data Protection: IB UK or its Affiliates may, without the prior consent of the Scheme Administrator's or Customer, disclose or transmit any information, or produce any documents:
 - 1. as required or permitted by law or judicial process;
 - 2. as required or requested by any competent authority, including, without limitation, the Internal Revenue Service, Board of Inland Revenue, any regulatory, self-regulatory, or enforcement organization (including, without limitation, the Bank of England, the FCA, the Panel on Takeovers and Mergers, the CFTC, the NFA, the SEC, and FINRA), any investment exchange, or any person

or body providing clearing and/or settlement services, in each case, whether or not acting pursuant to any statutory authority, whether based in the U.K. or abroad, and whether such authority, organization, exchange, person or body has required or requested that disclosure be made to it or to any other person;

3. where the Scheme Administrator or a Customer has defaulted in the performance of their obligations under this Agreement or under any other agreement with IB UK and/or its Affiliates, or under any agreement into which IB UK and/or its Affiliates have entered on Customer's behalf, whereupon IB UK and/or its Affiliates may disclose to any interested person Customer's name, address and such other information as IB UK and/or its Affiliates deem necessary or as that person reasonably requests;
 4. where a counterparty to a transaction into which IB UK and/or its Affiliates is to enter on Customer's behalf reasonably requests information about Customer to enable him to assess the credit risk Customer represents;
 5. where IB UK and/or its Affiliates believe it is necessary or desirable in connection with the performance or exercise by them of their respective duties and/or rights under this Agreement or the terms of any other agreement IB UK or any of its Affiliates have with Customers;
 6. to the connected companies, Affiliates or professional advisers of IB UK and IB LLC;
 7. to those directors, officers, employees, associates, agents, or advisers engaged, in the course of their duties or employment, in activities relating to the performance or exercise by IB UK and/or its Affiliates of their obligations or rights under, or pursuant to, this Agreement or the terms of any other agreement IB UK, or any of its Affiliates have with the Scheme Administrator or Customers or with each other;
 8. in connection with the provision of any services available through the IB UK website; and
 9. where the information previously has been publicly disclosed otherwise than as a result of a breach by IB UK or its Affiliates of any confidentiality obligations.
- D. IB UK and/or its Affiliates, and any connected person thereto are not obliged to disclose to the Scheme Administrator or to Customers or to take into consideration or utilize for the Scheme Administrator's or Customers' benefit any fact, matter or thing:
1. if, in IB UK and/or its Affiliates, or the connected person's opinion, disclosure or transmission of the information would or might be a breach of duty or confidence to any other person or render IB UK and/or its Affiliates, or their respective directors, officers, employees, associates, agent, or advisers liable to criminal or civil proceedings; or
 2. which comes to the notice of a director, officer, employee, associate, agent or adviser of IB UK and/or its Affiliates, or of any connected person thereto and does not come to the actual notice of the individual or individuals making the decision or taking or not taking the step in question.
- E. The Scheme Administrator and any person connected to or representing the Scheme Administrator, accepts that all telephone conversations between IB UK and/or its Affiliates, on the one hand, and the Scheme Administrator or such other person,

on the other hand, may be recorded without the use of a warning tone. Such recordings will be IB UK's sole property.

F. IB UK and its Affiliates may use, store, disclose, transmit or otherwise process ("Process") any personal information such as the name, address or age ("Personal Information") provided by the Scheme Administrator or Customers or their directors, officers, employees, associates, agents, trustees, traders, or representatives, to IB UK and/or its Affiliates under this Agreement or otherwise acquired by IB UK and/or its Affiliates from the foregoing. Such Personal Information may be Processed by IB UK and/or its Affiliates for the purpose of administering this Agreement, providing services to Customer or otherwise marketing financial services and products from IB UK. For these Purposes, IB UK and/or its Affiliates may transfer or disclose ("Disclosure") Personal Information to any connected company, wherever located throughout the world; to any person acting on behalf of IB UK and/or its Affiliates; and to any person to whom IB UK and/or its Affiliates is permitted to delegate any of their respective functions. The Scheme Administrator understands and accepts that any Personal Information or any other information or documents relating to the Scheme Administrator's or Customers' affairs (including their dealings with IB UK) that are disclosed, transmitted or Processed pursuant to this Agreement may be sent outside the E.U and/or to persons or entities that are not subject to the same legal or regulatory requirements regarding data protection as are provided by U.K. law.

7. Anti-Money Laundering ("AML") and Related Obligations:

A. Scheme Administrator's AML Responsibilities:

1. Acknowledgment of AML Obligations. The Scheme Administrator hereby agrees and acknowledges that it is obliged to, and hereby represents and warrants that it now does and will continue to, comply with all applicable anti-money laundering laws, regulations and guidelines ("AML Laws").
2. AML Program. The Scheme Administrator has established, maintains and enforces an AML program of written internal policies, procedures and controls including, without limitation: (1) written procedures and a means for monitoring for, identifying and reporting suspicious activity through its customers' Accounts; (2) an ongoing employee AML training program; (3) an independent audit function to test its AML program annually; and (4) any additional requirements of any governmental, regulatory or self-regulatory body with jurisdiction over the Scheme Administrator.
3. Knowledge of IB UK's AML Policies and Procedures. The Scheme Administrator agrees to become familiar with any of IB UK's AML policies and procedures relayed to the Scheme Administrator and to abide by them.
4. Surveillance and Suspicious Activity Reporting.
 - a. The Scheme Administrator shall conduct surveillance of the activity in the Accounts including, without limitation, reviewing account activity for the purpose of detecting suspicious transactions or other account activity that may involve money laundering, terrorist activity or other illegal conduct.
5. Recordkeeping. The Scheme Administrator shall make and maintain accurate records of its surveillance activities and other actions related to its AML

procedures. Upon request, the Scheme Administrator shall submit copies of such records to IB UK or any proper exchange or any federal or state regulatory or self-regulatory authority.

B. IB UK's AML Responsibilities:

1. **Customer Identification.** The IB UK electronic account application system shall be programmed to require new applicants for the Scheme Administrator client accounts to provide specified identification information and IB UK shall perform certain procedures designed to verify the identity of each applicant for the Scheme Administrator client account through documentary and/or non-documentary means (to the extent reasonable and practicable and in accordance with the AML Laws) before or within a reasonable time after the account has been opened. Such means may vary from time to time, in IB UK's sole discretion. The Scheme Administrator acknowledges that IB UK may use and rely upon a third party service for AML purposes and shall not be liable, in any way, for any errors or omissions made by such third party vendor.
2. **Negative Information Checks.** The IB UK electronic account application system shall be programmed to electronically check the names of applicants for the Scheme Administrator client accounts against the names on IB UK's database of names appearing on required governmental or SRO 'watch lists' such as the Bank of England List and OFAC's SDN List and shall maintain procedures for addressing any potential matches thereto. The Scheme Administrator acknowledges that IB UK compiles its database from lists provided by third party sources and relies thereon and IB UK shall not be held liable for any errors or omissions in such lists. The Scheme Administrator shall cooperate fully with any request made by IB UK or any regulatory or self-regulatory authority in their efforts to determine whether there is an actual match between the Scheme Administrator client and a name on a relevant list or whether the account would be subject to any sanction or restriction. The Scheme Administrator also shall implement any action determined by IB UK or such authorities to be necessary or appropriate under the circumstances.
3. **Surveillance and Suspicious Activity Reporting.** IB UK shall operate various automated surveillance programs that are designed to detect suspicious transactions and activity that may involve money laundering, terrorist activity or other illegal conduct. The actual systems and tools used by IB UK for these purposes may vary from time to time, at IB UK's discretion. Where IB UK believes that it is necessary or appropriate to do so, IB UK and/or its Affiliates will file a report with appropriate authorities. By conducting such surveillance and filing such reports, IB UK does not thereby assume any responsibility of the Scheme Administrator for conducting surveillance of the activity in the accounts of the Customers nor to report any suspicious activity therein under any other law or regulation.

C. AML Liability and Indemnity:

1. **Limitation on Liability.** The Scheme Administrator recognizes that the AML Laws do not prescribe a particular method to verify a customer's identity, that there is no full-proof method of doing so and that IB UK is not required to determine the veracity of documents provided by customers to verify their

identity. Accordingly, IB UK and its affiliates shall not be liable under any circumstances for any loss or damages incurred by the Scheme Administrator or its customers in relation to the identification of the Scheme Administrator's customers. Similarly, the AML Laws do not prescribe a particular method to conduct surveillance in customer accounts for suspicious activity, there is no full-proof method for doing so and IB UK and its affiliates are not obliged to review each and every customer transaction. Accordingly, IB UK and its affiliates shall not be liable under any circumstances for any loss or damage incurred by the Scheme Administrator or its customers as a result of its failure to detect particular suspicious transactions or account activity or patterns thereof. In no event shall any liability imposed on IB UK or any of its affiliates, regardless of the form of action and damages suffered by the Scheme Administrator exceed the highest aggregate monthly commissions and fees paid by introduced customers to IB UK. Under no circumstances shall IB UK or any of its affiliates be liable for any punitive, indirect, incidental, special or consequential loss or damages, including loss of business, profits or goodwill.

8 . Event of Default:

- A. An "Event of Default" hereunder shall occur automatically, without notice from IB UK if: (1) the Scheme Administrator breaches, repudiates, or defaults in any way on any agreement with IB UK; (2) IB UK, in its sole discretion, determines that it has sufficient grounds for insecurity with respect to the Scheme Administrator's performance of any obligation to any person and, immediately after demand, the Scheme Administrator fails to provide assurance of performance of the obligation satisfactory to IB UK; (3) any proceedings are commenced by or against the Scheme Administrator under any bankruptcy, insolvency, relief of debtors, or similar law; (4) the Scheme Administrator makes an assignment for the benefit of creditors; (5) a receiver, trustee, conservator, liquidator, or similar officer is appointed for the Scheme Administrator or any of the Scheme Administrator's property; (6) any of the Scheme Administrator's representations to IB UK, whenever or wherever made, were misleading when made or later become untrue; (7) the Scheme Administrator or any organization of which the Scheme Administrator is a member suspends or threatens to suspend the transaction of its usual business; (8) any proceeding is commenced with respect to any of the Scheme Administrator's property or any such organization; or (9) IB UK has reason to believe that any of the foregoing is likely to occur imminently.

- B. The Scheme Administrator absolutely and unconditionally agrees that, after the occurrence of an Event of Default, IB UK is authorized to terminate any or all of IB UK's (including its Affiliate's) obligations to the Scheme Administrator for future performance.
- C. The Scheme Administrator shall indemnify IB UK and its Affiliates, and hold IB UK and its Affiliates, harmless for all actions, omissions, costs, expenses (including attorneys' fees), losses, penalties, claims or liabilities, which IB UK or its Affiliates incur in connection with: (1) the exercise of any remedy, (2) the care of collateral and defending or asserting the rights and claims of IB UK or its Affiliates in respect thereof, and (3) meeting any obligation of IB UK or its Affiliates which it fails to perform by reason of an Event of Default.

9. License to Use Interactive Software and Related Restrictions: IB UK and its Affiliates grant to the Scheme Administrator and the Scheme Administrator accepts a non-exclusive and non-transferable license to use their proprietary software to communicate with the Interactive System ("Interactive Software") and to utilize the services contemplated herein. Title to the Interactive Software shall remain the sole property of IB UK and its Affiliates, including without limitation, all applicable rights to patents, copyrights and trademarks. The Scheme Administrator shall secure and protect the Interactive Software in a manner consistent with the maintenance of IB UK's and its Affiliates' ownership and rights therein and shall not sell, exchange, or otherwise transfer the Interactive Software to others. IB UK and its Affiliates shall be entitled to obtain immediate injunctive relief against threatened breaches of the foregoing undertakings. The Scheme Administrator shall not copy, modify, translate, decompile, reverse engineer, disassemble or otherwise reduce to a human readable form, or adapt, the Interactive Software or use it to create a derivative work, unless authorized in writing to do so by an officer of IB UK and confirmed by IB UK's secretary. Any updates, replacements, revisions, enhancements, additions or conversions to the Interactive Software supplied to the Scheme Administrator by IB UK shall become subject to this Agreement.

10. Liability and Indemnity:

A. LIMITATION OF IB UK'S LIABILITY TO THE SCHEME ADMINISTRATOR:

- 1. UNDER NO CIRCUMSTANCES SHALL IB UK OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING LOSS OF BUSINESS, PROFITS OR GOODWILL UNLESS ARISING DIRECTLY FROM ITS FRAUD OR CAUSING PERSONAL BODILY INJURY OR DEATH. IN NO EVENT SHALL IB UK'S OR ITS AFFILIATES' LIABILITY, REGARDLESS OF THE FORM OF ACTION AND DAMAGES SUFFERED BY THE SCHEME ADMINISTRATOR, EXCEED THE HIGHEST AGGREGATE MONTHLY COMMISSIONS AND FEES PAID BY THE INTRODUCED CUSTOMERS TO IB UK.
- 2. THE SCHEME ADMINISTRATOR ACCEPTS IB UK'S AND ITS AFFILIATE'S TECHNOLOGY, SOFTWARE AND TRADING SYSTEM ("INTERACTIVE SYSTEM") "AS IS", AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION; TIMELINESS; FREEDOM FROM INTERRUPTION; OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. IB UK AND ITS AFFILIATES SHALL NOT BE LIABLE TO SCHEME ADMINISTRATOR BY REASON OF DELAYS OR INTERRUPTIONS OF SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THEIR SYSTEMS, REGARDLESS OF CAUSE, INCLUDING, BUT NOT LIMITED TO, THOSE CAUSED BY HARDWARE OR SOFTWARE MALFUNCTION; GOVERNMENTAL, EXCHANGE

OR OTHER REGULATORY ACTION; ACTS OF GOD; WAR; TERRORISM; OR IB UK'S OR ITS AFFILIATES' INTENTIONAL ACTS. THE SCHEME ADMINISTRATOR RECOGNIZES THAT THERE MAY BE DELAYS OR INTERRUPTIONS IN THE USE OF THE INTERACTIVE SYSTEM, INCLUDING, FOR EXAMPLE, THOSE CAUSED INTENTIONALLY BY IB UK AND ITS AFFILIATES FOR PURPOSES OF SERVICING THE SYSTEM. THE SCHEME ADMINISTRATOR ACKNOWLEDGES THAT CUSTOMERS ARE RESPONSIBLE FOR MAINTAINING ALTERNATIVE TRADING ARRANGEMENTS IN ADDITION TO THEIR FULLY DISCLOSED ACCOUNT.

- B. Indemnification of IB UK by the Scheme Administrator: The Scheme Administrator shall indemnify, defend and agrees to hold IB UK, its Affiliates, their respective successors and assigns, and their respective directors, officers, employees and agents ("IB UK Indemnitees") harmless from and against any and all claims, demands, proceedings, suits and actions, of any kind, made at any time, by any person or entity (including, but not limited to, the Scheme Administrator's Customers or regulatory or self-regulatory authorities) for any penalties, damages, costs, judgments, attorneys' fees or any other expenses that any IB UK Indemnatee may incur or be subjected to arising out of or in any way related to: (a) acts or omissions of the Scheme Administrator or any trustee, (b) failure of any Account or any transaction to comply with SIPP Laws or the Scheme Rules, (c) breach of this Agreement by Scheme Administrator, or (d) any other transaction or activity contemplated by this Agreement. Errors, misunderstandings, controversies or disputes involving former, current, or potential Customers of the Scheme Administrator shall be the Scheme Administrator's sole responsibility and liability. Notwithstanding the foregoing, the Scheme Administrator shall not be obliged to indemnify IB UK for any penalties, damages, costs, judgments, attorneys' fees or other expenses that are incurred solely as a result of, solely arise out of, or are imposed solely due to IB UK's or its Affiliates' fraud. These indemnification provisions shall remain operative and in full force after termination of this Agreement.
- C. Defense of Third Party Claims: If within ten (10) business days after receiving written notice of any claim, demand, proceeding, suit or action with respect to which IB UK Indemnitees may have any claim to indemnification under this Agreement, the Scheme Administrator shall fail to institute the defense of IB UK Indemnitees in connection with such claim, demand, proceeding, suit or action, or if thereafter the Scheme Administrator shall fail diligently to prosecute such defense, IB UK shall have the right, but not the obligation, to defend such action. The costs and expenses, including reasonable attorneys' fees, associated with such a defense shall be borne by the Scheme Administrator. Neither the exercise of the right to participate in or assume the responsibility for any such defense nor the failure to exercise such rights shall limit, in any way, IB UK Indemnitees' rights to indemnification under this Agreement. IB UK Indemnitees shall have the right to select its counsel in connection with any claim or proceeding for which indemnification is provided. The Scheme Administrator shall not settle any claim, demand, proceeding, suit or action against IB UK Indemnitees without the prior written consent of IB UK Indemnitees.

11. Relationship between the Parties:

- A. This Agreement does not and shall not be deemed to constitute a partnership or joint venture between the Parties. Neither the Scheme Administrator nor any of its officers, directors, employees or representatives are employees or agents of

IB UK, nor shall they hold themselves out as such. The Scheme Administrator has no authority to make any representations or give any warranties on IB UK's behalf and shall not make any such representations or give any such warranties. The Scheme Administrator shall have no authority to bind IB UK or any of its Affiliates, or to enter into any agreement, understanding or commitment giving rise to any liability or obligation of IB UK or any of its Affiliates.

B. Nothing in this Agreement shall be construed to prevent the Scheme Administrator from competing with IB UK or to prevent the Scheme Administrator from doing business with Customers exclusive of IB UK and outside the terms of this Agreement. Nothing in this Agreement shall be construed to prevent IB UK or its Affiliates from competing with the Scheme Administrator or to prevent IB UK or its Affiliates from doing business with Customers exclusive of the Scheme Administrator and outside the terms of this Agreement.

12. **Transfer of Accounts:** In the event of a potential transfer by IB UK of any positions in any Account pursuant to this Agreement, the Scheme Administrator shall promptly provide IB UK with written notice of the name of the broker-dealer to whom such positions are to be transferred, the anticipated date on which it shall commence acting as executing and/or clearing broker with respect to the Account and the name of the individual within that organization that IB UK can contact to coordinate the transfer. In the case of the death of a Customer, the deceased Customer's Account shall be handled in accordance with SIPP Laws and the Scheme Rules.

13. **Termination of the Agreement:**

A. Either party may terminate this Agreement and/or the Scheme Administrator's use of the Interactive System at any time, in its sole discretion. Termination of this Agreement shall not be deemed to terminate the agreements in effect between IB UK and/or its Affiliates and the Customers, or the Accounts of the Customers.

B. Termination of this Agreement shall not release the Parties from any liability or responsibility with respect to transactions occurring prior to the effective date of such termination, whether or not claims relating to such transaction shall have been made before or after such termination.

14. **Miscellaneous:**

A. **Treatment of the Scheme Administrator:** IB UK shall treat the Scheme Administrator as a professional client under the Financial Conduct Authority customer classification requirements.

B. **Treatment of Fully Disclosed Customers:** IB UK shall treat the Customers as retail clients under the Financial Conduct Authority customer classification requirements.

C. **Language:** The Scheme Administrator agrees to the provision of this Agreement in English and represents that the Scheme Administrator understands all of the terms and conditions contained herein.

D. **Applicable Law; Jurisdiction; Service of Process:** This Agreement shall be governed by, and construed in all respects in accordance with the laws of England and subject to the exclusive jurisdiction of the Courts of England, unless otherwise provided by law. The Scheme Administrator hereby irrevocably and unconditionally submits itself to the personal jurisdiction of the Courts of England. The Scheme Administrator waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any action, suit or proceeding arising out of or in connection with this Agreement

brought in the Courts located in England. The Scheme Administrator further hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. In all judicial actions, arbitrations, or dispute resolution methods, the Parties waive any right to punitive damages. Scheme Administrator irrevocably and unconditionally agrees to accept service of process regarding any action, suit or proceeding brought in any court identified above by first class mail or courier service delivered to the Scheme Administrator's address. If the Scheme Administrator changes its address it shall notify IB UK immediately and the Scheme Administrator shall thereafter accept service of process as specified herein at its new address.

In the event that the Courts of England cannot assert jurisdiction over the Scheme Administrator or a claim against the Scheme Administrator, or in the event that IB UK must by law enforce a judgment against the Scheme Administrator other than in England, the Scheme Administrator irrevocably and unconditionally submits itself to the personal jurisdiction of the Courts of the Scheme Administrator's home country or the country in which the suit must be brought or the judgment enforced. In such case the Scheme Administrator waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any action, suit or proceeding arising out of or in connection with this Agreement brought in such jurisdiction. The Scheme Administrator further hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

In the event that the U.K. Financial Ombudsman Service ("FOS") shall have jurisdiction over a particular dispute, both parties consent to such jurisdiction and agree to submit the dispute to be resolved pursuant to the procedures governing the FOS.

- E. Entire Agreement: The Parties acknowledge that they have not made any oral or written representations or warranties other than set forth herein. This Agreement supersedes any prior agreement executed by the Scheme Administrator.
- F. Amendments: No provision of this Agreement can be waived, altered, modified or amended, on an individual basis, unless such waiver, alteration, modification or amendment is committed to in writing and signed by a duly authorized officer of IB UK and confirmed, in writing, by IB UK's secretary.
- G. Captions: Captions are provided herein for convenience only and are not of substantive effect.
- H. Counterparts: This Agreement may be executed in counterparts, and all counterparts so executed shall constitute one agreement, binding on the Parties hereto, notwithstanding that the Parties are not signatory to the same counterpart.
- I. No Waiver: The failure of either party to enforce, at any time, or for any period, any one or more of the terms or conditions of this Agreement or to exercise any right, remedy or privilege shall not be a waiver of such terms, conditions, rights, remedies or privileges or of the right, at any time subsequently, to enforce all terms and conditions of this Agreement or to exercise such rights, remedies or privileges. The enumeration in this Agreement

of specific remedies available to IB UK shall not be exclusive of any other remedies.

- J. Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such unenforceability, and the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- K. Successors and Assigns; Third Party Rights: This Agreement and all of rights and liabilities hereunder shall be binding upon the Parties' respective successors and permitted assigns. All or part of the rights and obligations of IB UK under this Agreement may be assigned by IB UK to any Affiliate or to another duly registered broker-dealer or futures commission merchant. No assignment may be made by the Scheme Administrator without the prior, written consent of IB UK. All of IB UK's rights and remedies and any limitations on liability hereunder shall inure to the benefit of IB UK's Affiliates and they are hereby designated as third party beneficiaries to this Agreement.
- L. Lien: The Scheme Administrator grants IB UK and its Affiliates a lien on all property held at any time by IB UK or its Affiliates to secure any Scheme Administrator indebtedness or obligation to IB UK or its Affiliates, and IB UK or its Affiliates, without notice to the Scheme Administrator, may use, transfer or sell any or all of such property to enforce its lien.
- M. Consent to Accept Electronic Communications: By entering into this Agreement, the Scheme Administrator consents to the receipt of electronic records and communications regarding all Scheme Administrator transactions and dealings with IB UK, including confirmations, account statements, messages, and notices of any kind. Electronic records and communications may be sent to the Scheme Administrator's Trader Workstation, through a Computer-to-Computer Interface or to the Scheme Administrator's e-mail address. The Scheme Administrator may withdraw such consent at any time by hard copy letter delivered via Federal Express or other overnight courier to Interactive Brokers (U.K.) Limited, Director of Compliance, Level 20 Heron Tower, 110 Bishopsgate, London EC2N 4AY.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

INTERACTIVE BROKERS (U.K.) LIMITED

{Insert name of Scheme Admin}

Signature: _____	Signature: _____
Name: _____	Name: _____
(Please Print) _____	(Please Print) _____
Title: _____	Title: _____
Date: _____	Date: _____