



INTERACTIVE BROKERS (U.K.) LIMITED (DIFC BRANCH) INTRODUCER AGREEMENT - CLIENTS

1. About this Agreement

This section sets out some important information about this Agreement. It includes information about who we are, the services that we provide, and how you can contact us.

1.1 General information

- a. This document is a legal agreement between an individual or legal entity ("**you**") and Interactive Brokers (U.K.) Limited (DIFC branch) ("**IBUKDB**"). This agreement, together with its Appendices, your Account Application Materials and any notices or communications hereunder (together, the "**Agreement**") sets out the terms and conditions that apply to the services you receive from IBUKDB pursuant to this Agreement ("**Services**").
Please read it carefully.
- b. IBUKDB agrees to provide the Services to you under the terms of this Agreement and by using the Services, you agree to accept the terms of this Agreement on an ongoing basis. The Services are more fully described in Clause 1.6.
- c. To the extent this Agreement conflicts with any other materials provided or made available to you (including materials on the IBUK Website), this Agreement shall prevail (in respect of its subject matter), unless such materials clearly indicate that they override this Agreement.
- d. This Agreement contains the entire agreement between you and us. Neither you nor we have made any representations or warranties other than as expressly provided in this Agreement.
- e. If any provision of this Agreement is illegal, unenforceable or void, in whole or in part, it shall not invalidate other provisions. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then you and IBUKDB will be relieved of all obligations

arising under such provision, but only to the extent that it is illegal, unenforceable or void, and you and IBUKDB agree that this Agreement will be deemed amended by modifying such provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by replacing it with another provision that is legal and enforceable and achieves the same objectives.

1.2 Definitions and interpretation

- a) Words and phrases that begin with capital letters have a specific meaning. A list of defined terms and their meanings is set out in Appendix 1.
- b) In this Agreement:
"you" or "your" means any person entering the Agreement with IBUKDB and, where applicable, their duly authorised representatives, legal personal representatives, and successors; and
"we", "us" and "our" means IBUKDB.
- c) The headings in this Agreement are included for ease of reference only and do not form part of this Agreement.

1.3 Information about IBUKDB

- a. IBUKDB is a branch of Interactive Brokers (U.K.) Limited, a company incorporated in England and Wales. IBUKDB and IBUK are members of the Interactive Brokers group of companies ("**IBKR Group**"). Each company within the IBKR Group is an Affiliate of IBUKDB.
- b. Regulation of IBUKDB. IBUKDB is based in the Dubai International Financial Centre ("**DIFC**"), regulated by the Dubai Financial Services Authority ("**DFSA**") and licensed to carry on, in and from the DIFC, the financial services of Arranging Deals in Investments and Arranging Custody as defined under the DFSA Rules. IBUKDB's address is Floor 5, Unit 507, Index Tower, Dubai International Financial Centre, Dubai, United Arab Emirates.

1.4 Additional Terms - Client Agreement

- a) The purpose of this Agreement is for IBUKDB to introduce you to Interactive Brokers (U.K.) Limited ("**IBUK**") and Interactive Brokers LLC ("**IBLLC**") for the provision of execution, clearing, custody and other services ("**Brokerage Services**") pursuant to a separate agreement to be entered into between you and IBUK and IBLLC (the "**Client Agreement**"), and to provide the Services described in Clause 1.6. You will enter into the Client Agreement after entering into this Agreement.

- b) Your relationship with IBUK, IBLLC and the Brokerage Services are set out in more detail in the Client Agreement.

1.5 Interaction between this Agreement and the Client Agreement

- a. Term and Termination. This Agreement and the Client Agreement will become effective upon your acceptance of them through our online account opening process and will continue in force until terminated in accordance with their terms. Any notice given to terminate this Agreement shall be deemed to constitute notice to terminate the Client Agreement on a co-terminus basis (and vice versa).
- b. Costs and charges. There are no costs and charges payable pursuant to this Agreement. For the costs and charges payable in respect of Brokerage Services, please see Section A4 of the Client Agreement.
- c. Incorporated terms. This Agreement is supplemented by the Client Agreement and the following provisions of the Client Agreement shall be deemed incorporated into this Agreement (with references to 'we', 'us' and/or 'IBUK' being deemed to include IBUKDB, where the context allows):
 - i. Section A1.4 (What are the risks of investing?);
 - ii. Section A7 (Recording your communications with us);
 - iii. Section A6 (Conflicts of Interest);
 - iv. Section A12 (Your obligations to us), as applicable including in particular A12.2 (individual accounts), A12.3 (non-individual accounts), A12.4 (joint accounts) and A12.5 (trust accounts);
 - v. Section A15 (Making changes to the Agreement);
 - vi. Section A16 (Terminating the Agreement);
 - vii. Section A17 (Our rights in the event of your default);
 - viii. Section A20 (Applicable Law); and
 - ix. Section B5 (Use of Information).
 - x. In order to give effect to the incorporation of the above provisions into this Agreement, you and we acknowledge and agree that those provisions shall be deemed amended with such minor or consequential amendments as are necessary to comply with Applicable Law and/or to give effect to the nature and intent of the original language in the context of this Agreement.

- d. Electronic services. By entering into the Client Agreement, you accept the use of certain electronic services. For more information, please see Section A3 of the Client Agreement.
- e. Amendments to the Client Agreement:
 - i. A new Section B4.3 shall be deemed inserted into the Client Agreement:
"B4.3 Restricted Speculative Investments: IBUK is required to assess appropriateness by reference to your knowledge and experience, IBUK may require further information from you in relation to such assessment."
- f. Regulatory rules. As IBUKDB is introducing you directly to IBUK, both IBUKDB and IBUK will follow the stricter of the regulatory rules applicable to them in connection with (i) your client categorisation and (ii) any applicable appropriateness assessments.

1.6 The Services we provide to you

- a. This Clause 1.6 is intended to provide you with information about how Services are delivered to you under this Agreement.
- b. IBUKDB shall be responsible for the following activities under and in accordance with this Agreement:
 - i. Introducing you to IBUK and IBLLC for the purposes of you entering into the Client Agreement (and opening any accounts thereunder, **"IBUK Accounts"**); and
 - ii. Arranging:
 - 1. for IBUK to receive your orders (and modifications and cancellations thereof) through the IBKR System and transmitting them to IBLLC or another Affiliate or a third-party broker for execution.
 - 2. for IBLLC to hold your money and/or assets in custody pursuant to the Client Agreement.
 - 3. for IBUK to accept your instructions regarding voluntary corporate actions (e.g. tender or exchange offers) and transmitting them to IBLLC or another Affiliate for processing. Neither IBUKDB nor any Affiliate shall be responsible for providing you with notice of voluntary corporate actions.

- iii. The activities which IBUKDB arranges for you to obtain from IBUK and IBLLC will be carried out under and in accordance with the Client Agreement.
- c. You understand and agree that when IBUKDB arranges custody for you, your investments under custody shall be held in a jurisdiction outside the DIFC and the market practices, insolvency and legal regime applicable in that jurisdiction may differ from the regime applicable in the DIFC.
- d. IBUKDB shares responsibility with IBUK and IBLLC for the provision of certain portions of the IBUK Website and for the provision of client service facilities.
- e. No Advice. IBUKDB is not authorised to provide investment, tax, legal or trading advice or to solicit orders and none of the information, research or other material provided by IBUKDB or on the IBUK Website constitutes a recommendation or a solicitation to buy or sell securities, options, futures or other investment products.
- f. Suitability. We are not required to assess the suitability of any services that we provide to you. This means you will not benefit from the protection of the DFSA's rules on assessing suitability.
- g. Appropriateness. We will not assess the appropriateness of any financial instruments or services that IBUK, IBLLC or Affiliates offer or provide to you pursuant to the Client Agreement, as described in Section B4 of the Client Agreement.

1.7 Your client categorisation

Unless you have been specifically notified in writing to the contrary, IBUKDB shall treat you as a 'retail client' for the purposes of the DFSA Rules. This means you get the highest level of protection available under those rules.

Where at the start of our relationship you have been notified that IBUKDB will treat you as a 'professional client' for the purposes of the DFSA Rules, you have the right to elect to be treated as a 'retail client' within fourteen (14) calendar days of receipt of that notice, failing which you will be deemed to have accepted categorisation as a professional client. Please refer to the Client Agreement for an explanation of the differences in regulatory protections between these client categories. Your client categorisation notice applies to the services provided to you by IBUKDB and IBUK.

1.8 Communicating with us

- a. You can contact us in writing ("**Written Notice**"):

- i. if registered with us: by sending us a secure message through the Client Portal;
 - ii. if you are not registered with us: by sending us a secure message via our website at www.ibkr.co.uk/support; and/or
 - iii. at Interactive Brokers, Floor 5, Unit 507, Index Tower, Dubai International Financial Centre, Dubai, United Arab Emirates.
- b. You can provide us with Written Notice using any of the methods of communication described in this Clause 1.8.

1.9 Communicating with you

All our documents and communications with you will be in English. You agree to the provision of this Agreement in the English language and confirm that you understand all the terms and conditions contained in this Agreement.

2. Your personal information

We take your data seriously. This section sets out how we treat your personal data and privacy so that you can understand how your personal information may be collected, stored and processed by us.

2.1 Data protection

- a. IBUKDB will act as a controller of your personal data within the meaning of the Data Protection Law, DIFC Law No.5 of 2020 ("**Data Protection Law**"). You acknowledge that we may obtain information (including personal data and special categories of personal data, each as defined in the Data Protection Law) about you or your directors, shareholders, employees, officers, agents or clients as necessary. We shall comply with Applicable Law including the Data Protection Law and the Data Protection Regulations 2020 regarding the processing of your personal data. You acknowledge that you have read and understood the IBKR Privacy Policy published on the IBUK Website (as may be updated from time to time) which sets out how your personal data shall be processed by us.
- b. You understand that we may use, store or otherwise process any such information (whether provided electronically or otherwise) and may disclose any such information (including, without limitation, information relating to your transactions and IBUK Account) either as we shall be obliged to under or pursuant to Applicable Law or by any regulatory authority or as may be required to provide services to you under this Agreement.

- c. IBUKDB may:
 - i. disclose information about you to your agents or attorneys for any purpose relating to this Agreement;
 - ii. disclose information about you and your clients, of a confidential nature, in the circumstances set out in this Clause 2;
 - 1. to other members of the IBKR Group, who may use it in the manner set out in this Clause 2 (note references to "we", "us" and "our" in this Clause shall be deemed to include all members of the IBKR Group);
 - 2. to other organisations and individuals we may engage to perform, or assist in the performance of, our services or to advise us, provided that they will only be given access to the relevant information for that purpose;
 - 3. to any depository, stock exchange, clearing or settlement system, account controller or other participant in the relevant system, to counterparties, dealers, custodians, intermediaries and others where disclosure is reasonably intended for the purpose of effecting, managing or reporting transactions in connection with the Client Agreement or establishing a relationship with a view to such transactions;
 - 4. to any regulatory authority or public registry, as required by Applicable Law; or
 - 5. as may be required for the purposes set out in this Clause 2.
- d. To the extent such authorisation is required by law, you hereby authorise IBUKDB, directly or through third parties, to make any enquiries that IBUKDB considers necessary to conduct business with you. This may include ordering a credit report and performing other credit checks or verifying the information you provide against third party databases. Any personal data obtained is maintained in accordance with the IBKR Privacy Policy.
- e. If any personal data or sensitive personal data belonging to any of your shareholders, directors, employees, officers, agents or clients is provided to us, you represent to us that each such person is aware of and, to the extent required by law, consents to the use of such data as set out in this Clause 2 and you agree to indemnify us against any loss, costs or expenses arising out of any breach of this representation.
- f. IBUKDB may from time to time use the contact details you have provided to us to send invitations, marketing materials, or other publication to you, if

you do not wish to receive such invitations, materials or publications please contact us using the details in Clause 1.8.

2.2 Transfer of your personal information

We may transfer information we hold about you to any country including countries outside the DIFC and/or the United Arab Emirates ("UAE"), which may not have comparable data protection laws, for any of the purposes described in this Agreement. These disclosures may involve overseas storage and other overseas transfer, processing and use of your information and disclosure to third parties. In case your information is transferred to countries or territories outside of the DIFC and/or UAE that are not recognised under DIFC and/or UAE law as offering an adequate level of data protection, we have put in place appropriate data transfer mechanisms to ensure your information is protected. Details of the data transfer mechanism that we have applied to protect your information can be obtained by contacting the IBUK Data Protection Officer at dpo@ibkr.com.

3. Confidential information

Except for certain limited circumstances, we will always treat your information confidentially. It is also important to understand that keeping our information confidential is an obligation that applies to you under this Agreement.

3.1 Subject to Clause 2, you and we will each treat as confidential (both during and after the termination of the relationship between you and us) any information learned about the other in the course of the relationship pursuant to this Agreement and, except as otherwise agreed, shall not disclose the same to any third party except as set out below.

3.2 The obligations of confidentiality shall not apply or shall cease to apply to such part of the information (other than personal data) as the receiving party can show to the reasonable satisfaction of the disclosing party:

- a. has become public knowledge other than through the fault of the receiving party or an employee or director of the receiving party to whom it has been disclosed in accordance with this Agreement; or
- b. where the receiving party establishes it was already known to it prior to disclosure of it by the disclosing party; or
- c. has been received from a third party who neither acquired it in confidence from the disclosing party, nor owed the disclosing party a duty of confidence in respect of it; or

- d. is required to disclose it by law or any regulatory authority or pursuant to a court order provided that the receiving party shall, where permitted by law, have given prior Written Notice to the disclosing party, and provided always that such disclosure is only made to the extent absolutely and specifically required under such requirement.

4. **Limitation of liability**

You may incur losses as a result of using our services. There are certain circumstances where we will not be liable for losses you may incur when using our services. It is important you understand what these circumstances are and the losses you may or may not recover from us in order to make a fully informed decision when exposing yourself to the risks of using our services.

4.1 We will not be liable for any action we take or any inaction, in accordance with our rights under this Agreement. Nothing in this Agreement limits or excludes any liability or duty that cannot be limited or excluded under Applicable Law, including, but not limited to death or personal injury resulting from negligence, fraud or fraudulent misrepresentation.

4.2 We are not liable for any events, circumstances or Losses that:

- a. are unexpected, meaning it was not obvious that it would happen (so, in the law, the loss was indirect or was not reasonably foreseeable);
- b. are outside of our reasonable control;
- c. are avoidable circumstances or Losses, meaning it was something that could have been avoided by taking reasonable action, including following our reasonable instructions for use;
- d. relate to any business losses, meaning losses relating to your trade, business, craft or profession;
- e. include any loss of profits (whether direct or indirect), loss of opportunity or loss of goodwill;
- f. result from your acts or omissions or the acts or omissions of any third party; and/or
- g. are punitive damages.

4.3 We will not be held responsible if we do something or decide not to do something which in our reasonable opinion complies with Applicable Law.

4.4 Neither we nor our Affiliates, or our respective directors, officers, employees, associates or agents shall be liable to you for any partial or non-performance of our obligations under this Agreement or for any actions we or they take by reason of any cause beyond our or their reasonable control including, but not limited to, labour disputes or industrial actions; the rules or actions/inaction of any governmental, regulatory or other competent authority; acts of war (declared or undeclared); or acts of terrorism.

4.5 Nothing in this Agreement:

- h. represents a contractual promise of warranty to you regarding IBUKDB's, or its Affiliates' compliance with Applicable Law; and/or
- i. is intended to create a contractual or private cause of action for any non-compliance with Applicable Law.

4.6 Your liability to us

You agree to indemnify, hold harmless and defend IBUKDB, and its respective officers, directors, employees, agents, and representatives from any and all liabilities, losses, judgments, penalties, claims, actions, damages, costs or expenses (including reasonable attorney's fees and costs of enforcement) (collectively, "Losses") arising from or relating to: (i) any action taken in reliance on any representation, information or instruction received from you; (ii) your breach of this Agreement; (iii) any action taken by IBUKDB to enforce its rights under this Agreement; (iv) any inquiry, information request, or other action by a third party related to your IBUK Account, including to your assets, liabilities, transactions, instructions, actions, or inactions; or (v) any Event of Default as defined in the Client Agreement, except to the extent that such Losses directly result from IBUKDB's gross negligence, fraud or wilful misconduct. This section 4.2 does not apply where you are a consumer (i.e. a natural person or a sole trader).

5. Your responsibilities

You are responsible for ensuring that all the information you provide to us is accurate and up to date. You must tell us if any of your information changes. We may, at times, take steps to verify the information we hold about you.

You agree that, if any information provided by you in your Account Application Materials changes, ceases to be true, or becomes materially misleading (including, but not limited to, the ownership or beneficial interest in your IBUK Account), you shall make the appropriate change to your account information using the procedures available on the IBUK Website or shall contact us using the contact details provided in Clause 1.8. You authorise IBUKDB to make any inquiry we deem appropriate, at

any time, to verify any of your information. You agree to provide to IBUKDB, upon request, any additional information or documentation that we deem necessary or desirable including, but not limited to, any information or documentation requested to verify or re-verify your identity or that of related persons.

6. How you can make a complaint

We strive to ensure that our services deliver good client outcomes. However, if you are unhappy or dissatisfied with any part of the services we provide, you can complain. This section sets out how you can make a complaint and how we will deal with it. You are always able to voice any concerns you may have with us.

6.1 IBUKDB handles complaints in accordance with IBUK's Internal Complaint Handling Procedures, a summary of which is available via the IBUK Website. You have the right to request a copy of those procedures free of charge.

6.2 If you would like to make a formal complaint, the best way to contact us is by submitting a by WebTicket in the Client Portal. You can also send a letter to: Complaints Handling, Interactive Brokers, 20 Fenchurch Street, Floor 12, London, EC3M 3BY, United Kingdom or email ibukcomplaints@interactivebrokers.co.uk.

6.3 You may potentially be able to complain to the DFSA. Details of who is an eligible complainant, and the procedures to make a complaint can be found here: <https://dfsa.ae/your-resources/consumer/complaints>.

6.4 IBUKDB has ultimate responsibility for responding to your complaints, but IBUK is authorised to accept, process and respond to such complaints.

7. Governing law and jurisdiction; Miscellaneous

You may incur losses as a result of using our services. There are certain circumstances where we will not be liable for losses you may incur when using our services. It is important you understand what these circumstances are and the losses you may or may not recover from us in order to make a fully informed decision when exposing yourself to the risks of using our services.

7.1 This Agreement shall be governed by, and construed in accordance with, the laws of England without giving effect to conflicts of law provisions. You irrevocably agree that, except with respect to controversies or claims that are properly submitted to arbitration in accordance with this Agreement, the courts of England shall have exclusive jurisdiction over all disputes relating to or arising from the execution or performance of this Agreement and you irrevocably submit to the jurisdiction of such

courts. You waive any objection which you may have, at any time, to the bringing of any proceedings in any such court and agree not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

7.2 In all judicial actions, arbitrations, or dispute resolution methods, you and we waive any right to punitive damages.

7.3 Each party agrees: to bear its own legal fees and agree that the other party will not be required to pay for those costs, as long as Applicable Law allows this. If either you or we try to make the other pay such fees, the one being asked to pay can ask to be paid back for any costs they had to spend defending against that request.

7.4 No Waiver: Our failure to enforce, at any time or for any period, any one or more of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions or of the right, at any time subsequently, to enforce all terms and conditions of this Agreement. No provision of this Agreement can be waived without the written consent of IBUKDB.

7.5 Third Party Rights: Aside from IBUKDB's Affiliates, a person who is not a party to these terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement, but this does not affect any right or remedy of any third party which exists or was available apart from that Act.

Survival: Clauses 2 (Your personal information), 3 (Confidential information), 4 (Limitation of liability) and 7 (Governing law and jurisdiction; Miscellaneous) shall survive any termination of this Agreement.

8. Arbitration

This section provides for alternative means to settle disputes. If you are dissatisfied with the outcome of your complaint, you have the option to refer the matter to arbitration.

Arbitration, sometimes referred to as alternative dispute resolution, is a process where an independent body considers the facts of a dispute and seeks to resolve it without going to court. In addition to your right to resolve any disputes relating to this Agreement before the courts in accordance with section 7, you and we have the right to refer any dispute under this Agreement to arbitration and where the parties agree to resolve a dispute via Arbitration Appendix 2 shall apply.

Appendix 1 - Definitions

Account Application Materials: your IBUK Account application together with any other information or documents required to open and operate your IBUK Account;

Affiliate: each entity within the IBKR Group;

Agreement: this agreement, together with its Appendices, your Account Application Materials and any notices or communications given hereunder;

Applicable Law: all applicable laws and regulations including, without limitation, the constitutions, articles, by-laws, rules, regulations, policies, procedures and interpretations of: (i) the exchanges, markets and clearing houses to which orders are routed or transactions are executed or cleared; (ii) the Dubai Financial Services Authority; and (iii) any other regulatory, self-regulatory or governmental authority to which we are subject;

Brokerage Services: execution, clearing, custody and other services provided pursuant to the Client Agreement;

Client Agreement: a separate agreement to be entered into between you and IBUK and IBLLC in connection with Brokerage Services;

DFSA: the Dubai Financial Services Authority;

DFSA Rules: the rules made by the DFSA pursuant to the rulemaking power granted to it under UAE law;

DIFC: the Dubai International Financial Centre;

IBKR Group: the Interactive Brokers group of companies;

IBKR System: collectively, the computer-based automated systems in connection with providing services, including but not limited to the receipt and handling of orders; the execution and cancellation of orders; order and trade confirmation; the clearing and settlement of transactions; tax-related reporting; the delivery of corporate action information; account management; storing and processing account information; and risk management;

IBLLC: Interactive Brokers LLC

IBUK: Interactive Brokers (U.K.) Limited

IBUKDB: Interactive Brokers (U.K.) Limited, DIFC Branch

IBUK Account: has the meaning given in Clause 1.6(b);

IBUK Website: www.ibkr.co.uk;

Losses: any and all liabilities, losses, judgments, penalties, claims, actions, damages, costs or expenses (including reasonable attorney's fees and costs of enforcement);

Services: the services you receive pursuant to this Agreement (as described in Clause 1.6);

UAE: the United Arab Emirates; and

Written Notice: notice to IBUKDB in writing in accordance with Clause 1.8.

Appendix 2 - Arbitration Agreement

1. By agreeing to refer any dispute to arbitration, the parties agree as follows:

- a. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- b. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- c. The arbitrators do not have to explain the reason(s) for their award.
- d. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- e. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration.
- f. In some cases, a claim that is ineligible for arbitration may be brought in court.

2. Any controversy or claim between IBUKDB or any of its respective directors, officers, shareholders, employees, associates or agents, on the one hand, and you or, if applicable, your directors, officers, shareholders, employees, associates, agents, or trustees, on the other hand, arising out of, or relating to, this Agreement, any other Agreement between you and IBUKDB, or any of your IBUK Accounts which the parties agree to refer to arbitration, shall be settled in accordance with the rules then prevailing of the London Court of International Arbitration.