



Supplement to Interactive Brokers Ireland Limited Client Agreement in Connection with Trading Crypto-assets with zerohash through IBIE

This IBIE Crypto-asset Addendum ("Addendum") applies to Interactive Brokers Ireland Limited ("IBIE") clients when receiving Crypto-asset Services from IBIE, through our electronic trading Platform.

This Addendum modifies and supplements the IBIE Customer Agreement ("Customer Agreement"). The Customer Agreement shall remain in full force and effect subject always to the provisions set out in this Addendum. In the event of any conflict between the Customer Agreement and this Addendum, the terms of this Addendum shall prevail.

1. Definitions

In this Addendum, capitalised words shall have the same meaning as set out in the Customer Agreement unless otherwise defined in this Addendum.

References to terms used in the zerohash User Agreements will have the same meaning as set out in the User Agreement unless otherwise defined in this Addendum and/or the Customer Agreement.

For the purposes of this Addendum:

"Crypto-asset" means a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology.

"Crypto-asset Product" means any Crypto-asset which may be traded through IBIE's Crypto-asset Service. You will find a full list of these Crypto-asset Products on our website.

"Fraudulent Transfer": means any revocable transfer of assets into your IBIE Account (including, without limitation, ACH deposits and transfers via the Automated Customer Account Transfer Service ("ACATS")) which is subsequently revoked.

"Fraudulently Purchased Crypto-assets": means any Crypto-asset purchased in your zerohash Account by means of funds derived from or traceable to a Fraudulent Transfer, or which could not otherwise have been purchased but-for a Fraudulent Transfer.

"IBIE Account" means your brokerage account with IBIE.

"IBIE Crypto Asset Service": means the Crypto-Asset Service set out in Clause 4A of this Addendum.

"IB System" means the Interactive Brokers System.

"Market Data": means certain information and research data including pricing feeds and news articles made available to you through the Platform, and includes data provided by zerohash and/or data provided by a third party ("Third Party Market Data").

"User Agreement" means the zerohash europe User Agreement and any related terms, which govern the services provided to you by zerohash and to which you must agree to receive Crypto-asset trading permissions from IBIE.

"zerohash" means zerohash europe B.V. which is a private limited liability company formed under the laws of the Netherlands. zerohash is authorised and regulated as a Crypto-asset Service Provider by the Dutch Authority for the Financial Markets (the AFM) under registration number 41000042, pursuant to the Markets in Crypto-assets Regulation ("MiCA"). Please visit the zerohash website at www.zerohash.com for more information about zerohash and its affiliated companies ("Affiliates").

"zerohash Account" means your account with zerohash, which holds the Crypto-assets you have purchased or received through the IBIE Crypto-asset Service and funds sent to or received by zerohash on your behalf in connection with your trading activity through the IBIE Crypto-asset Service.

"zerohash Crypto-asset Services" means the services provided to you by zerohash pursuant to the User Agreement.

2. Scope

- A. This Addendum governs the IBIE Crypto Asset Service provided to you by IBIE. The zerohash Crypto-asset Services, which are governed by the terms of the User Agreement, are provided to you solely by zerohash and IBIE has no responsibility for the provision of those services or any other services related to Crypto-assets not specified in this Addendum

3. Eligible Clients

- A. To receive the Crypto-asset Service from and through IBIE you must be either (i) a natural person over 18 years of age or (ii) a legal person, such as a corporate entity, and in each case be resident or established in the European Economic Area (EEA).

In addition, you must:

- i. have an IBIE Account, obtain a Crypto-asset trading permission from IBIE, and agree to the terms of this Addendum.
 - ii. successfully open a zerohash Account through the IB System, by agreeing to the User Agreement, having completed any further zerohash onboarding requirements and having been accepted as a zerohash customer.
- B. You may not be able to open a joint account with zerohash. If this is the case, and if you only have a joint account with IBIE you must first open an individual account with IBIE before applying for Crypto-asset trading permissions.

4. Responsibilities of IBIE/zerohash:

- A. Responsibilities of IBIE: Subject to the terms of this Addendum, IBIE will be responsible for the following services in connection with your Cryptoasset trading permissions as set out in more detail below:
- i. Introducing Client accounts to zerohash and providing Client instructions on how to apply for a zerohash Account through IBIE.
 - ii. Determining which Crypto-assets to offer via the IBIE Platform, from the range of Crypto-assets offered by zerohash
 - iii. Receiving your orders and transmitting those orders to zerohash for execution, settlement, transfer and custody.
 - iv. Transferring and converting funds into the purchase currency through a spot FX transaction where this is necessary to settle your Crypto-asset trading orders from your IBIE Account to your zerohash Account.
 - v. Receiving funds from your zerohash Account and lodging those funds to your brokerage account with IBIE.

- vi. Permitting clients to instruct zerohash through the Platform to transfer Crypto-assets to and from the client's zerohash Account.
 - vii. Providing Transaction Confirmations and Statements to you on behalf of zerohash.
 - viii. Providing all customer service and technical support and responding to Client complaints, enquiries and requests.
 - ix. Providing notice to Clients of commission rates and fees.
 - x. Informing clients of any changes in the terms and conditions governing the Crypto-asset Services.
 - xi. Directing Clients to zerohash regulatory disclosures.
- B. Responsibilities of zerohash: Subject to the terms of the User Agreement, zerohash will be responsible for the following services in connection with your Crypto-asset trading permissions: (in addition to any other services outlined in the User Agreement and provided through IBIE's Platform)
- i. Opening and closing your zerohash Account in accordance with the provisions of the User Agreement.
 - ii. Receiving orders transmitted by IBIE on your behalf, executing such orders and settling executed transactions.
 - iii. Receiving, segregating, safeguarding and delivering Client funds and Crypto-assets to and from your zerohash Account.
 - iv. Executing transfers of Crypto-assets on the basis of Client instructions delivered to zerohash through the Platform.
 - v. Providing confirmations and Statements to IBIE to be delivered by IBIE to the Client.
 - vi. Providing Clients with Market Data, including Third Party Market Data, through IBIE's platform.

5. Services and Trading

A. A. Crypto-asset Services

- i. IBIE shall receive orders from Clients through the IB System for specified Crypto-asset Products that IBIE may make available from

time-to-time to the Client and transmit those instructions to ZeroHash for execution, settlement and custody. No order to trade a Crypto-asset is accepted until it is accepted by zerohash.

- ii. Limited Trading Hours: The IBIE Crypto-Service may not be available on a 24/7 basis. As Crypto-assets generally trade 24/7, Crypto-asset prices may change dramatically during the times when the IBIE Crypto Asset Service is not available, exposing you to additional risk of loss on your Crypto-asset positions or to loss of trading opportunities that might have been profitable, as a result of IB platform downtime, scheduled or otherwise.

You agree to waive any claim against IBIE for compensation resulting from the non-availability of the IBIE Crypto-asset Service including but not limited to claims arising as a result of either losses in the value of your Crypto-asset positions or loss of Crypto-asset trading opportunities resulting from the non-availability of the IBIE Crypto-asset Service whether that non-availability is because of IBIE platform planned or unplanned downtime and/or the inability to place orders with zerohash at certain times, or in the event that a Conditional Order (as defined in Section 12 below) is submitted to zerohash substantially after the occurrence of the triggering condition for that Conditional Order or not at all.

Please see the [Risk Disclosure for Trading Digital Assets with zerohash Through IBIE's Platform](#) for more information.

- iii. No Execution, Settlement or Custody: IBIE's Crypto-asset Service is limited to receiving your Crypto-asset trading instructions and transmitting those instructions to zerohash for execution, settlement and custody, IBIE does not provide any Crypto-asset Service other than the receipt and transmission of orders and any other Crypto-asset Service you receive through the IBIE Platform is provided solely by zerohash or its affiliates. An order to trade a Crypto-asset Product must be accepted by both IBIE and by zerohash.

The zerohash Crypto-asset Services are provided by zerohash pursuant to the terms of the User Agreement and are not governed by the terms of this Addendum. IBIE is not a party to the User Agreement between you and zerohash and has no responsibility for either complying with the obligations imposed by the User Agreement on zerohash or for ensuring that zerohash complies with those obligations.

You acknowledge and agree that:

- i. The zerohash Crypto-asset Services are provided solely by zerohash and not by IBIE.
 - ii. IBIE is not responsible for any trading or other losses (including, without limitation, losses due to theft, fraud, cybersecurity breach, loss of control of private keys, or any other loss arising from trading, transferring, or holding digital assets with zerohash) resulting directly or indirectly from or in connection with your relationship with zerohash and/ or your trading, transferring, or holding of Crypto-assets, including activity or holdings in the zerohash Account.
- iv. No Margin Trading for Crypto-assets: IBIE will not provide you with credit or a loan to allow you to carry out a transaction in one or more Crypto-asset Products. IBIE will not transmit an order to purchase a Crypto-asset Product to zerohash unless you have sufficient funds in your IBIE account to settle your order, including any fees or commissions. Similarly, when you place an order to sell a Crypto-asset Product held in your zerohash Account, you must have sufficient funds in your IBIE Account to pay the associated fees and commissions.
- v. No Short-selling: You are not permitted to short-sell Cryptoassets. This means that when you place an order to sell Cryptoassets through the IB System, you must hold a sufficient amount of the relevant Crypto-asset in your zerohash Account to cover your order in full.
- vi. No Investment, Tax or Trading Advice: IBIE does not provide investment, tax or trading advice. The IBIE Crypto-asset Service is limited to receiving your instructions and transmitting them to zerohash and we will not advise you on any orders placed by you.

We may provide you with information about Crypto-asset Products, including their terms of performance. However, in providing such information IBIE will not be making any personal recommendation to you or advising on the merits of such Products and you will be responsible for making your own assessment of the information.

- vii. Appropriateness: To provide the IBIE Crypto-asset Service, we may ask you for information regarding your knowledge and experience of trading in Crypto-asset Products to allow us to assess the appropriateness of this service for you by reference to your knowledge, experience and understanding of the risks involved. If we do not consider the service to be appropriate for you, we will provide you with a warning stating this. In cases where you do not

provide some or all of the requested information, we hereby expressly warn you we will not be able to determine whether the IBIE Crypto-asset Service is appropriate for you. In such case or if you ask to proceed despite being given the relevant warning, we may decline to provide the relevant service to you.

- viii. **No Obligation to Trade or Provide Services:** You do not have to make any trades under this Addendum and likewise, IBIE does not have to transmit to zerohash any particular order submitted by you to the IB System. IBIE has sole discretion whether or not to provide any services for particular Crypto-asset Products and may not provide services for all Crypto-asset Products available through zerohash. The fact that IBIE has previously provided the IBIE Crypto-asset Service for a particular Crypto-asset Product does not oblige IBIE to continue to offer services in that Product in the future or to accept further instructions from you in connection with that Product.
- ix. **Crypto-asset Position Limits:** IBIE reserves the right to set limits on (i) the total value and/or the balance of the Crypto-assets that a Client can hold in their zerohash Account and/or (ii) the number of Crypto-asset trades that a Client can enter over a specific period, and to reject Client instructions that would result in exceeding such limits. You can find information on applicable limits on our website.
- x. **Market Data:** Market Data may be made available to you through the platform. You acknowledge that (i) such Market Data is being made available to you for information purposes only and your reliance on such data is at your sole discretion, and (ii) IBIE is not responsible for providing the relevant Market Data and makes no representation as to its accuracy or completeness. You should consult the relevant provisions in the User Agreement governing the provision and use of Market Data by zerohash for further information.
- xi. **Information on Crypto-asset Products:** Crypto-asset Products are not financial instruments. Consequently, they are not regulated under the Markets in Financial Instruments Directive but under MiCA. Crypto-asset Products are complex, as are the markets on which they are traded. IBIE provides a risk disclosure document describing in a general manner the nature and risks associated with Crypto-asset trading, which you can find on our website.

B. Crypto-asset Trade Funding Requirements

- i. When you enter an order to purchase one or more Crypto-assets on the IB System, you must have sufficient funds available in your IBIE Account to pay for that order, including any applicable fees and commissions. Any order for trade value (including commissions) exceeding the cash available in your IBIE Account is subject to rejection.

Notwithstanding the above, if you place an order with zerohash to purchase Crypto-assets for trade value (including commissions) in excess of the cash available in your IBIE Account and such order is not rejected, you acknowledge and agree that you are fully liable for the full amount of such order.

- ii. If you incur an obligation in a currency as a result of a purchase denominated in such currency (the Purchase Currency) and if the funds in your account in the Purchase Currency are insufficient to meet the obligation, IBIE will automatically convert the necessary amount of your long currency balance(s) to the requirement amount of the Purchase Currency for settlement by the same date as the date on which the purchase settles. This automatic currency conversion functionality will apply irrespective of whether your account is a cash account or a margin account. Please see the provisions on Automatic Currency Conversation Functionality in the Customer Agreement for further information on this functionality.
- iii. When you instruct IBIE to transmit an order to purchase a Cryptoasset Product to zerohash you are also instructing IBIE to transfer the funds necessary to pay for your order from your IBIE Account to zerohash for any executed purchase (including both the cost of the Crypto-assets and the commission charged by zerohash, in addition to IBIE's commission). We will treat such payment as a withdrawal of funds from your IBIE Account and a corresponding deposit of funds to your zerohash Account. You understand that once funds are transferred from your IBIE Account to your zerohash Account, those funds are in the custody of zerohash and not of IBIE and consequently are not in scope of the Client Asset Requirements, unless and until such time those funds are returned to IBIE.
- iv. You hereby authorise and instruct IBIE to sweep to your IBIE Account any proceeds (net of commission) in your zerohash Account resulting from the sale of Crypto-assets with such frequency as IBIE considers appropriate. Such sweep will be treated as a withdrawal of funds from your zerohash Account and a corresponding deposit of funds to your IBIE Account. Once funds

are returned to IBIE they are held by IBIE in custody in accordance with the Client Asset Requirements.

C. No Margin Value; No Lien:

- i. Assets (whether crypto or cash) in your zerohash Account will not be assigned any margin value for the purpose of determining one or more of your IBIE Account's compliance with IBIE's margin requirements. You must ensure that the equity in your IBIE Account(s) is sufficient at all times to meet any margin requirements on your IBIE Account(s) without regard to any assets held in your zerohash Account.
- ii. Notwithstanding any other provision of the Agreement, IB shall have no lien or security interest over the assets held in your zerohash Account.

6. Fees and Commissions

IBIE will notify Clients of the commissions and fees applicable to the Cryptoasset services. IBIE will deduct applicable commissions and fees from your IBIE Account. Commission and fee payments owed by Clients may be shared and allocated between IBIE and zerohash as agreed between IBIE and zerohash from time to time.

You can find information about the fees and commissions applicable to the Crypto-asset Services on our website.

7. Data Transfers

IBIE is required to share certain information about you with zerohash as part of your zerohash Account opening process, including, but not limited to:

- Legal Name, Home Address, Date of Birth, Country of Birth
- Government Issued Photo ID and/or ID number
- Other personally identifiable information (such as tax identification number, email address, mobile number)

You hereby consent to IBIE sharing your data or information with zerohash in connection with the IBIE and zerohash Crypto-asset Services, including, but not limited to the personal information you have provided to IBIE as a client of IBIE, both when opening your IBIE account and subsequently.

Please refer to the zerohash Privacy Notice if you wish to know how zerohash utilises or shares your data.

ZERHASH'S MISUSE OR DISCLOSURE OF INFORMATION REGARDING YOUR ACCOUNT IS SOLELY THE RESPONSIBILITY OF ZEROHASH AND IBIE SHALL BEAR NO LIABILITY FOR ANY CLAIMS ARISING FROM ZEROHASH'S ACCESS TO YOUR ACCOUNT INFORMATION.

8. Customer Service and Complaints

IBIE is responsible for providing all customer service and technical support for the Crypto-asset services you receive from IBIE and supports in responding to your questions or enquiries concerning the services you receive from zerohash, including questions about your trading, your orders or your zerohash Account.

You may submit your complaint to either IBIE or zerohash.

If IBIE receives a complaint concerning zerohash's performance of the zerohash Crypto-asset Services (such as questions regarding execution, settlement and custody), IBIE and zerohash will investigate the complaint and IBIE will communicate the outcome of that investigation to you.

Please submit your Complaint to complaints@ibkr.ie

9. Zerohash Account Information

IBIE will provide you with information on assets held in your zerohash account, which you will be able to see in your account statements. This information is provided to IBIE by zerohash. IBIE relies on zerohash to ensure the accuracy of this information and bears no liability for any inaccuracy in the information received by IBIE from zerohash and provided to you by IBIE.

10. Fraudulent Transfers

- A. You hereby irrevocably authorise and instruct IBIE to instruct zerohash to liquidate any Fraudulently Purchased Crypto-assets and to transfer the cash proceeds thereof (and any other cash balance in your zerohash Account funded by or resulting from a Fraudulent Transfer) to your IBIE Account.
- B. Nothing in this paragraph shall be construed as placing any lien on behalf of IBIE or zerohash on the assets in your zerohash Account or to authorize any liquidation of assets in the zerohash Account solely by reason of a margin deficiency or debt in your IBIE Account.
- C. IBIE may place limits on your ability to give instructions in relation to Crypto-assets through the Platform, including regarding proceeds from the sale of Crypto-assets in order to prevent or minimise fraud.

11. Transfers; No Liability.

- A. IBIE may in its sole discretion allow you to instruct zerohash to deposit Crypto-assets to and withdraw Crypto-assets from your zerohash Account through the IBIE Platform. You are responsible for verifying the accuracy and completeness of all transaction information and instructions in connection with any transfer of Crypto-assets, including but not limited to the destination address, type, and amount of Crypto-assets. B. You understand and agree that:
- a. IBIE has no liability or responsibility for damages or any other losses in the event that: (1) you provide incorrect transaction information; (2) you attempt to transfer Crypto-assets to or from your zerohash Account that are not supported by IBIE and/or the destination address; (3) zerohash makes any error in processing a transfer; or (4) a transfer is rejected for processing for any reason.
 - b. zerohash has no liability or responsibility when it transfers your Crypto-assets to an external Address in accordance with instructions transmitted by IBIE to zerohash.
 - c. Crypto-asset transfers (even when in a pending state) cannot be reversed once they have been broadcast to the relevant blockchain network or communicated to the relevant exchange. Additionally, transfers between your zerohash Account and the other account cannot be reversed once zerohash receives the applicable instruction.

12. Conditional Orders

In certain instances, IBIE permits clients to create orders which are to be executed only upon the occurrence of some future event ("Conditional Orders"), which event may or may not occur. Examples of such orders include, without limitation, "Good After Time" orders and orders that are only to be executed upon a certain index value or asset price threshold being crossed. You hereby acknowledge and agree that when you enter a Conditional Order in relation to a Crypto-asset Product, you are requesting that IBIE transmits an order to zerohash with the specified terms only upon the occurrence of the specified event, and that such order must be accepted by zerohash for it to be executed. You acknowledge that, as set forth above, the IB System may not operate 24/7, and that the triggering event you have specified for any Conditional Order may occur during IB System downtime, and that accordingly, your Conditional Order may not be submitted until substantially after the occurrence of the triggering condition, or may not be submitted at all.

13. Termination

This Addendum together with your IBIE Crypto-asset trading permission will automatically terminate if you terminate your agreement with zerohash. Your agreement with zerohash will also automatically terminate if you terminate your relationship with IBIE.

Please refer to the terms of the User Agreement which outline the zerohash account termination requirements.

14. Irish Investor Compensation Scheme and Insurance

You understand that (i) assets held in your zerohash Account, including any Crypto-assets and fiat currency funds, will not be protected by the Investor Compensation Scheme and (ii) funds held in your IBIE Account that are derived from the sale of Crypto-assets are not protected by the Investor Compensation Scheme unless and until the relevant funds are used for trading one or more Financial Instruments.

You understand that Crypto-assets offered by IBIE through zerohash are not Financial Instruments, are not covered by any Regulated Insurance Scheme or by any private insurance policy.