Interactive Brokers Ireland Limited SFTR Delegated Transaction Reporting Agreement

This SFTR Delegated Transaction Reporting Agreement ("**Agreement**"), effective as of the Effective Date below, is between Interactive Brokers Ireland Limited ("**IBIE**") and the Client ("**Client**"). This Agreement applies to the reporting obligations under the Securities Financing Transactions Regulation (EU) 2015/2365 of the European Parliament and of the Council on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 dated 25 November 2015 ("**SFTR**").

1. Client has entered into and/or intends to enter into securities financing transactions (as defined in SFTR) with IBIE or its affiliates. Under SFTR, IBIE and Client are required to report specified data concerning such securities financing transactions ("**Transactions**") to an entity registered as a trade repository or recognised as a trade repository under SFTR ("**Trade Repository**"). SFTR permits one party that is subject to the securities financing transaction reporting obligation to delegate the submission of the transaction report ("**Transaction Report**") to the counterparty or a third party.

2. Client hereby appoints IBIE to submit the Transaction Reports in accordance with this Agreement. Subject to Clause 3 below, IBIE's appointment under this Agreement shall be effective upon execution of this Agreement ("**Effective Date**"), and such appointment shall continue until terminated in accordance with Clause 17. Where required (as determined by IBIE in its sole and absolute discretion), Client appoints IBIE to apply for a Legal Entity Identifier ("**LEI**") on its behalf and at Client's cost. For the purposes of this application, the Client agrees to provide the relevant information required for the submission as dictated by IBIE. This shall include, but not be limited to, providing IBIE with a valid Client email address within 7 (seven) calendar days from the Effective Date in order for IBIE to fulfil its obligations under this Agreement. Should the Client not provide such Client email address to IBIE within this time frame, the Client authorises IBIE to use its own email address in lieu thereof.

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

4. In respect of each Transaction, IBIE will submit a Transaction Report to a Trade Repository selected by IBIE (in its sole and absolute discretion), within the timeframes specified under SFTR, containing the minimum details required by SFTR ("**Reporting Service**"). If no Trade Repository is available to record the relevant data with respect to SFTR (as determined by IBIE in its sole and absolute discretion), the relevant data will be reported to the European Securities and Markets Authority ("**ESMA**") in accordance with SFTR. For the avoidance of doubt and subject always to clause 11, IBIE will: (i) not report such relevant data to ESMA or to any other party unless agreed otherwise in writing between the parties; and (ii) will promptly notify Client of such determination.

5. IBIE may decide not to submit a Transaction Report in respect of any Transaction if IBIE reasonably considers that it does not have sufficient information to do so, that any of the information is incomplete, inaccurate, or not compliant with any requirements under SFTR, or where any reporting may breach any law or regulation.

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

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

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

9. Each party represents and warrants to the other that it has the requisite power and authority to execute this Agreement and to perform the relevant obligations hereunder.

10. On each occasion on which Client delivers Client Data to IBIE under this Agreement, and on each occasion IBIE delivers a Transaction Report to a Trade Repository, Client hereby agrees, represents, warrants and covenants that: (i) the Client Data is complete, accurate and compliant with any requirements under SFTR; (ii)

Client understands that regulatory liability for the accuracy and completeness of such transaction reports, even where delegated, rests with the Client accepts that while submission of reports may be delegated, responsibility for compliance with Client's regulatory requirement to report remains with the Client, and (iii) Client understands that IBIE is providing the Reporting Services and submitting Transaction Reports based on IBIE's interpretation of SFTR, which may not be entirely accurate.

11. Client consents to IBIE submitting the Client Data associated with any Transaction to: (i) a legal or regulatory authority whose rules or requirements with respect to disclosure are applicable; (ii) a Trade Repository; and (iii) any of IBIE's affiliates or agents for the purpose of providing the Reporting Services.

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

13. Client will notify IBIE immediately upon becoming aware that any information which Client has provided to IBIE (including any Transaction Report which IBIE has reported to a Trade Repository) was or has become incomplete, inaccurate, misleading or not compliant with any requirements under SFTR. Both parties will use reasonable efforts, acting in good faith and a commercially reasonable manner, to resolve such issue.

14. IBIE, its affiliates, and their respective directors and officers shall not be liable for any loss, cost, charge, fee, expense, penalty or damage resulting from any act or omission made in connection with this Agreement, other than to the extent arising directly from IBIE's gross negligence, wilful misconduct or fraud.

15. IBIE shall not be liable for any partial or non-performance of the reporting obligation by reason of any force majeure event (as determined by IBIE in its sole and absolute discretion), technical error, breakdown or failure of transmission, communication or computer facilities.

16. Except in the case of gross negligence, wilful misconduct or fraud on the part of IBIE, Client shall indemnify and hold harmless IBIE and its affiliates, and each of their respective directors, officers, employees, agents and affiliates, from and against any claim, damages, loss, liability, cost and/or expense (including, but not limited to, reasonable attorney's fees and costs) that directly or indirectly arise from or are caused by, or in connection with: (i) this Agreement, (ii) any breach by the Client of its obligations under this Agreement, or (iii) Client's use of the Reporting Service.

17. Either party may terminate this Agreement at any time upon the giving of not less than 60 (sixty) calendar days' prior written notice or, in either case, sooner if pursuant to legal or regulatory requirement. IBIE may terminate this Agreement immediately: (i) in the event that Client becomes insolvent; (ii) in the event of a material breach of Client's obligations under this Agreement, any other agreement between Client and any of us or of any rules or regulations of any regulatory authority or applicable law material to your ability to perform your obligations under this Agreement. Clauses 12, 13, 14, 15, 16 and 19 shall survive termination or expiration of this Agreement.

18. Client may not transfer this Agreement or any interest in or under it to any third party without IBIE's prior written consent. IBIE may assign this Agreement to an affiliate. This Agreement shall be amended as needed from time to time as and when required by changes in reporting requirements, systems or processes or for any other similar reason. IBIE is not acting as the Client's fiduciary or adviser.

19. This Agreement is governed by the laws of Ireland. All disputes shall be within the exclusive competence of the Courts of Ireland, unless IBIE chooses to bring an action against the Client before any other court having jurisdiction under the ordinary rules of procedure, in particular according to the applicable jurisdiction rules of the relevant European regulation or applicable convention.

Signature

By typing my signature and clicking 'Continue' below, I confirm that:

(1) All information and/or documentation provided by me during the account application process is accurate, complete and up-to-date and that I intend Interactive Brokers to rely upon it; and (2) I have read and understood all of the information provided to me by Interactive Brokers; that I consent and agree to the terms of all the above agreements and disclosures provided to me during the account application process; and that I understand and agree that my electronic signature is the legal equivalent of a manual written signature.

Account Title:

Dated:

Authorised Person:

Agreed for and on behalf of: