

# Interactive Brokers Ireland Limited MiFIR Enriched and Delegated Transaction Reporting Agreement (EEA Investment Firms)

This MiFIR Enriched and Delegated Transaction Reporting Agreement ("**Agreement**"), effective as of the Effective Date below, is between Interactive Brokers Ireland Limited ("**IBIE**") and the Client ("**Client**").

1. Client intends to enter into transactions in financial instruments that are subject to MiFIR reporting obligations ("**Financial Instruments**"). Under the Market in Financial Instruments Regulation ("**MiFIR**"), IBIE and Client are required to report complete and accurate details of transactions in Financial Instruments ("**Transactions**") to the competent authority as quickly as possible, and no later than the close of the following working day. In certain cases, MiFIR permits Clients to rely on the transaction reports submitted by IBIE to satisfy reporting obligations ("**Enriched Transaction Reporting Services**"). In other cases, Client will delegate the submission of the transaction report to IBIE ("**Delegated Transaction Reporting Services**"). In this Agreement, Enriched Transaction Reporting Services and Delegated Transaction Reporting Services are referred to collectively as "**Transaction Reports**".
2. Enriched Transaction Reporting Services are provided by IBIE to European Economic Area ("**EEA**") regulated Investment Firms for Transactions in Financial Instruments submitted for the benefit of the Investment Firm's clients and for which IBIE is the carrying broker as specified in the IBIE Customer Agreement.
3. Delegated Transaction Reporting Services are provided by IBIE to EEA regulated Investment Firms for all other Transactions submitted by the Investment Firm. This includes Transactions entered by the Investment Firm for its own proprietary account and Transactions in Financial Instruments for which IBIE is not the carrying broker (i.e., where another Interactive Brokers group affiliate is the carrying broker for the Financial Instrument).
4. Transaction Reports transmitted by IBIE under the Enriched Transaction Reporting Services will satisfy Client's reporting obligation, subject to Client providing accurate and complete information.
5. Transaction Reports under the Delegated Transaction Report Services will be transmitted by IBIE on behalf of Client, but Client retains ultimate legal responsibility for its reporting obligation.
6. Client hereby appoints IBIE to submit the Transaction Reports in accordance with this Agreement. Subject to Clause 7 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 20. The Client must provide IBIE with a Legal Entity Identifier ("**LEI**") for the purposes of submitting transaction reports. Where required (as determined by IBIE in its sole and absolute discretion), the Client appoints IBIE to apply for a 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.
7. IBIE shall not be obliged to begin reporting any transaction until IBIE has notified Client that the on-boarding process has been completed.
8. In respect of each Transaction, IBIE will use reasonable efforts to submit a Transaction Report within the timeframes specified under MiFIR containing the minimum details required by MiFIR ("**Reporting Service**").
9. 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 MiFIR, or where any reporting may breach any law or regulation.
10. The Reporting Service shall be provided on a reasonable efforts basis and is conditional upon: (i) Client's delivery to IBIE of the requisite 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.

11. 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.
12. 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.
13. 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.
14. On each occasion on which Client delivers Client Data to IBIE under this Agreement, and on each occasion that IBIE delivers a Transaction Report to an approved reporting mechanism ("**ARM**"), Client hereby agrees, represents, warrants and covenants that: (i) the Client Data is complete, accurate and compliant with any requirements under MiFIR; (ii) Client understands that regulatory liability for the accuracy and completeness of such transaction reports rests with the Client; (iii) Client accepts that under the Delegated Transaction Report Services, while submission of reports may be delegated, responsibility for compliance with Client's regulatory requirement to report remains with the Client, and (iv) Client understands that IBIE is providing the Reporting Services and submitting Transaction Reports based on IBIE's best efforts to reasonably interpret the MiFIR requirements.
15. 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) an ARM; and (iii) any of IBIE's affiliates or agents for the purpose of providing the Reporting Services.
16. IBIE has no obligation in respect of, and accepts no liability for, verifying the validity or accuracy any Client Data provided to IBIE.
17. 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.
18. IBIE shall not be liable for any partial or non-performance of the reporting obligation by reason of any force majeure event, technical error, breakdown or failure of transmission, communication or computer facilities.
19. 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.
20. 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 16, 17, 18, 19 and 22 shall survive termination or expiration of this Agreement.
21. 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.
22. 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 [Client]: