

## Interactive Brokers Power of Attorney – Customers of Financial Advisors

This form may be used to designate a financial advisor to manage your Interactive Brokers account. The designated financial advisor will be able to execute trades, deposit and withdraw money to and from your account (all withdrawals must be in your name), request information, receive account statements and confirmations, change certain of your customer information, and generally manage your Interactive Brokers account as specified below. In order to use this form, your advisor must be an approved participant in Interactive Brokers' Advisor Program. For more information on the Advisor Program, go to [www.interactivebrokers.com](http://www.interactivebrokers.com).

If you do not want to designate a financial advisor but simply wish to give a third party the power to execute trades and request information regarding your account, download and complete the "*Limited Power of Attorney – Trading Authorization*" form from the Interactive Brokers website at [www.interactivebrokers.com](http://www.interactivebrokers.com)

Please complete the below form and return it to Interactive Brokers:

<b>Fax:</b>	(312) 765-0095
<b>Courier/Overnight Service:</b>	Interactive Brokers Document Processing Department 440 S. LaSalle St., Suite 2601 Chicago, IL 60605 (312) 542-6900
<b>Regular Mail:</b> (Please allow additional time for processing)	Interactive Brokers Document Processing Department P.O. Box 5544 Chicago, IL 60680-5544

### Customer Information:

Name of Account Holder: \_\_\_\_\_

Social Security or Tax I.D.  
Number of Account Holder: \_\_\_\_\_

Name of Joint Account  
Holder (if any): \_\_\_\_\_

Social Security or Tax I.D.  
Number of Joint Acct. Holder: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

E mail Address (if any): \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Financial Advisor Information:**

Name of Advisor: \_\_\_\_\_

Name of Advisor Firm (if any): \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Terms and Conditions:**

**General:**

Customer (or Customers in the case of joint accounts) (hereinafter “Customer”), is the registered owner of the account(s) listed above and authorizes the Advisor listed above to act as authorized agent (“Agent”). The terms and conditions herein are in addition to the provisions of all other agreements between Interactive Brokers and Customer or Agent. The agreements applicable to Customer’s account(s) will govern all orders and transactions, and Agent is bound by all terms of those agreements.

**Agent’s Authority:**

This agreement authorizes Interactive Brokers to accept the instructions of the Agent on behalf of the Customer. This authorization will be applicable to all assets Customer holds in all Interactive Brokers accounts identified above or for which Agent has been designated as advisor. Customer hereby authorizes Agent to inquire in, trade, buy, sell (including short sales), exchange, convert, tender, trade, or otherwise acquire or dispose of stocks, bonds, options securities, futures, security futures, foreign exchange and any other investments, on margin or otherwise, for and at the risk of the Customer. Customer understands that a commission will be charged to the account each time a trade is effected.

The Agent is also permitted to arrange for the deposit of funds and assets to the Customer’s account(s) and to redeem or withdraw funds or assets from the Customer’s account (including the delivery of securities from the account), for the benefit of the Customer, regardless of the tax consequences of such action. The Agent may initiate transfers (including inter-broker transfers), rollovers, Roth IRA conversions, IRA recharacterizations or other transfers of assets between and among Customer accounts. Customer authorizes Interactive Brokers, acting on Agent’s instructions, to aggregate transaction orders for Customer’s account(s) with orders for one or more other accounts over which Agent has trading authority.

The Agent is authorized to receive all information regarding the account(s) and to receive account statements, confirmations and tax information. The Agent is authorized to add, delete or change Customer or account information.

The Agent may be authorized to receive advisory or management fees from the account(s) depending on the terms of any advisory agreement between Customer and Agent and depending on separate documentation provided by Agent and Customer to Interactive Brokers allowing deduction and payment of such fees.

Interactive Brokers is authorized, but not required, to conduct further inquiry or seek authorization from the Customer or further clarification from Agent or Customer regarding any instruction from Agent for Customer’s account(s). Interactive Brokers reserves the right, in its sole discretion, to refuse to honor particular instructions from Agent, or to no longer honor instructions from Agent. Customer and Agent acknowledge that all information provided by either of them on this form, or otherwise provided to Interactive Brokers in the application process, is subject to verification, and Customer and Agent authorize Interactive Brokers to verify all information through the use of credit agencies or any other customary or reasonable means.

**Not a Substitute for Advisory Agreement:**

Customer and Advisor acknowledge that this Power of Attorney merely authorizes Advisor to conduct certain activities with respect to Customer’s account and is not a substitute for an advisory agreement and is not designed to satisfy any regulatory obligations applicable to Advisor to enter such agreement.

**Role of Interactive Brokers – Disclaimer:**

**INTERACTIVE BROKERS WILL MERELY EFFECT INSTRUCTIONS OF AGENT. INTERACTIVE BROKERS WILL NOT PROVIDE LEGAL OR TRADING OR TAX ADVICE. CUSTOMER AND AGENT ARE SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY FOR CUSTOMER OF ANY INVESTMENT STRATEGY OR TRANSACTION. INTERACTIVE BROKERS IS NOT RESPONSIBLE FOR INVESTIGATING OR SELECTING AGENT. INTERACTIVE BROKERS ASSUMES NO RESPONSIBILITY WHATSOEVER FOR REVIEWING OR MONITORING ANY INVESTMENT DECISION OR ACTIVITY OF THE AGENT. INTERACTIVE BROKERS ASSUMES NO RESPONSIBILITY FOR DETERMINING IF ADVISOR IS COMPLYING WITH STATE OR FEDERAL LAWS REGARDING ITS PROVISION OF ADVISORY SERVICES.**

Agent shall not make any statements implying that Interactive Brokers has reviewed or approved of Agent, its services, or any recommendations or advice or actions of Agent. Neither the Agent nor any officers, directors or employees, if any, are employees or agents or associated persons of Interactive Brokers, nor shall they hold themselves out as such. Agent has no authority, and shall not make any representations or give any warranties on Interactive Brokers' behalf.

**Agent's Compliance with State and Federal Law:**

Agent will comply with all applicable state and federal securities laws, including the Investment Advisors Act of 1940 and comparable state laws, and will comply with any applicable laws of foreign jurisdictions. Agent will provide promptly any information reasonably requested by Interactive Brokers concerning the management of the account(s) or compliance with this Agreement. This provision shall not be read to imply that Interactive Brokers has any duty to supervise or monitor Agent's management of Customer's account(s) or compliance with applicable law.

**Termination:**

Customer and/or Agent agree(s) to notify Interactive Brokers immediately, in writing, if Customer or Agent terminates, modifies or revokes this Power of Attorney. Agent agrees to notify Interactive Brokers immediately, in writing, if Customer dies or becomes incapacitated such that this Power of Attorney would be rendered void. This Power of Attorney shall remain in effect until Interactive Brokers receives written notice of its termination and has had sufficient time to process such notice and terminate Agent's authority.

**Indemnification of Interactive Brokers by Customer:**

Customer agrees to indemnify and hold Interactive Brokers, and its affiliates, and its and their successors and assigns, and its and their directors, officers, employees and agents harmless from and against all claims, actions, costs and liabilities, including attorney's fees, arising out of or relating to their reliance on this Power of Attorney or their execution of any of Agent's instructions. Customer agrees that since Interactive Brokers will not supervise or monitor Agent's trading decisions or other activities, Customer will not attempt to hold Interactive Brokers liable for any trade or decision or action of Agent. Interactive Brokers' rights under this paragraph are in addition to any other rights it has under other agreements with Customer and/or Agent.

**Indemnification of Interactive Brokers by Agent:**

Agent agrees to indemnify and hold Interactive Brokers, and its affiliates, and its and their successors and assigns, and its and their directors, officers, employees and agents harmless from and against all claims, actions, costs and liabilities, including attorney's fees, arising out of or relating to any breach by Agent of any provision of this Agreement or other Agreements with Interactive Brokers and/or Customer; the performance or non-performance of the Agent's services; any trade or action of Agent in Customer's account(s); and any dispute involving Agent and Customer. Interactive Brokers' rights under this paragraph are in addition to any other rights it has under other agreements with Customer and/or Agent.

**Arbitration:**

**This Agreement and the agreements between Customer and Interactive Brokers (which are also binding on Agent) contain an arbitration clause requiring all parties to arbitrate any disputes. Customer and Agent must be aware that:**

- **ARBITRATION IS FINAL AND BINDING ON THE PARTIES.**
- **THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.**
- **PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.**
- **THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**

**Customer and Agent agree that any controversy, dispute, claim, or grievance between IB, any IB affiliate or any of their shareholders, officers, directors employees, associates, or agents, on the one hand, and Customer or Agent or, if applicable, their shareholders, officers, directors employees, associates, or agents on the other hand, arising out of, or relating to, this Agreement, the IB Customer or Margin Agreement, or any account(s) established in which securities may be traded; any transactions therein; any transactions between IB and Customer or Agent; any provision of the Customer Agreement or any other agreement between IB and Customer or Agent; or any breach of such transactions or agreements;, shall be resolved by arbitration, in accordance with the rules then prevailing of any one of the following: (a) The American Arbitration Association; (b) The New York Stock Exchange, Inc.; (c) any other exchange of which IB is a member; or (d) the National Association of Securities Dealers, Inc., as the true claimant-in-interest may elect. If Customer or Agent is the claimant-in-interest and has not selected an arbitration forum within ten days of providing notice of intent to arbitrate, IB shall select the forum. The award of the arbitrators, or a majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.**

**No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:**

- the class certification is denied; or
- the class is decertified; or
- the customer is excluded from the class by the court.

**Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.”**

**If Customer maintains an account with IB in which futures, options on futures and/or commodity options may be traded, Customer and Agent are subject to the terms and conditions of any separate futures account Arbitration Agreement.**

**Agent’s Signature:**

By signing below, I represent that I have read and agree to be bound by all of the terms and conditions of this Power of Attorney Agreement as set forth above:

\_\_\_\_\_

Agent’s Signature

\_\_\_\_\_

Date

**Customer’s Signature:**

By signing below, I (we) represent that I (we) have read and agree to be bound by all of the terms and conditions of this Power of Attorney Agreement as set forth above:

\_\_\_\_\_

Customer’s Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Joint Account Holder’s Signature (if any)

\_\_\_\_\_

Date