

## **Regulatory Information And Additional Provisions For Users From Hong Kong & Users Trading On Hong Kong Exchanges**

Your agreement is with Interactive Brokers' United States office ("IB"). IB wants to make sure that you are aware that:

- As of March 6, 2000, The Stock Exchange of Hong Kong Limited ("SEHK"), Hong Kong Futures Exchange Limited ("HKFE") and Hong Kong Securities Clearing Company Limited ("HKSCC") merged under a single holding company, Hong Kong Exchanges and Clearing Limited ("HKEx"). The SEHK Options Clearing House Limited ("SEOCH") and the HKFE Clearing Corporation Limited are also wholly-owned subsidiaries of HKEx.
- IB is not a member of the HKFE.
- IB is not a member of the SEHK.
- Factual information, including market quotations and other data, is provided as a discretionary courtesy; and IB does not warrant in any fashion, and is not responsible for, the accuracy or timeliness of such information. Reliance on such information is at the Customer's own risk. (See paragraph 25 of the IB Customer Agreement).
- Electronic or computer-based facilities and systems such as those used by IB are vulnerable to disruption or failure. Your ability to make claims or recover losses may be subject to limits on liability imposed by the IB Customer Agreement. (See paragraph 28 of the IB Customer Agreement).
- **Because information is being sent to you, and from you, through internet facilities, there will be a time delay with respect to price quotations and data transmission and your orders may not necessarily be executed at the price indicated to you through the internet.**

The following "Additional Provisions" are applicable to Users from Hong Kong and Users trading on Hong Kong Exchanges and are in addition to the Provisions of the IB Customer Agreement. To the extent that there is any conflict between the terms of the IB Customer Agreement and the terms of the Additional Provisions, the Additional Provisions shall prevail.

The following definitions are applicable to the Additional Provisions:

- "Agreement" refers to the IB Customer Agreement and these Additional Provisions;
- "Commission" means the Securities and Futures Commission;
- "HKFE" means Hong Kong Futures Exchange Limited;
- "the HKFE Clearing House" means HKFE Clearing Corporation Limited;
- "SEHK" means The Stock Exchange of Hong Kong Limited;

- "SEOCH" means The SEHK Options Clearing House Limited;
  - "CCASS" means the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited;
  - "HKSCC" means Hong Kong Securities Clearing Company Limited;
  - "IB" means Interactive Brokers LLC, an overseas company registered with the Securities and Futures Commission as a Dealer and also registered in the United States as a broker-dealer with the U.S. Securities and Exchange Commission and a Futures Commission Merchant with the U.S. Commodity Futures Trading Commission;
  - "Procedures" means the practices, procedures and administrative requirements prescribed from time to time by the HKEx, HKFE, SEHK, HKFE Clearing House, CCASS/HKSCC or SEOCH, as applicable;
  - "the Ordinance" means the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong as amended from time to time;
  - "THSHK" means Timber Hill Securities Hong Kong Limited, an entity registered with the Securities and Futures Commission and a member of the SEHK, HKFE, HKFE Clearing House, SEOCH and HKSCC; THSHK is an affiliate of IB.
  - "Rules" means the Rules and Regulations of the HKEx, HKFE, SEHK, HKFE Clearing House, CCASS/HKSCC or SEOCH, as applicable, and any amendments, supplements, variations or modifications thereto.
1. These Additional Provisions are subject to and governed by the provisions of the Ordinance and Hong Kong Law.
  2. The rules and regulations of the HKEx, HKFE or SEHK as applicable, and the HKFE Clearing House, CCASS/HKSCC or SEOCH, as applicable, shall be binding on the Customer and IB. Those rules and regulations contain provisions which require IB, in certain circumstances, to disclose the name and beneficial identity or such other information concerning Customer as the exchange or Commission may request. Customer agrees to provide such information to IB in compliance with the Ordinance, exchange Rules, Regulations and Procedures or as the exchange or Commission may require. Customer acknowledges that if such information is not provided, the Chief Executive of the exchange may require the closing out of Customer's positions or the imposition of a margin surcharge on Customer's positions.
  3. IB, its affiliates, including THSHK, and their respective directors and/or employees may trade on their own account and, subject to the provisions of the Ordinance, IB and its affiliates may take the opposite position to the Customer's order in relation to any futures/options contract, whether on IB's or its affiliate's own account or for the account of other customers of IB, provided that such trade is executed competitively on or through the facilities of HKFE in accordance with its rules or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of the exchanges and clearinghouses governing the relevant markets.
  4. Unless otherwise confirmed in writing by IB and agreed to by the Customer and IB, IB is acting solely as broker to any transactions made with IB by the Customer.
  5. In all transactions referred to in the Agreement, IB or its affiliates are authorized to engage in proprietary trading and may contract as principal.
  6. The Customer submits to the non-exclusive jurisdiction of the Courts of Hong Kong in respect of all disputes, differences and claims relating to or arising out of the Agreement.

7. The Customer is bound by rule 631 of the HKFE which permits the HKFE or Chief Executive of the HKFE to take steps to limit positions or require the closing out of contracts of the Customer who in the opinion of the HKFE or the Chief Executive are accumulating positions which are or may be detrimental to any particular Market or Markets, or which are or may be capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be. In addition, IB may be required to report information regarding large open positions held by its Customers in accordance with relevant regulations. More information on these requirements can be found in HKFE rules 628 – 633 and the Securities and Futures (Contracts Limits and Reportable Positions) Rules and related guidance notes issued by the Commission.
8. All monies or other properties received by IB from the Customer or from any other person, including the HKFE Clearing House for the account of the Customer in respect of the futures/ options contracts transacted on behalf of the Customer, shall be held by IB as trustee, segregated from IB's own assets and paid into a segregated bank account. All monies or other property so held by IB shall not form part of the assets of IB for insolvency or winding up purposes but shall be promptly returned to Customer upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of IB's business or assets.
9. The Customer hereby authorizes IB to apply any monies, approved debt securities or approved securities which the Customer may pay to IB in order to: (i) meet obligations to the HKFE Clearing House (provided that no withdrawal from the Customer's accounts with IB may be made which would have the effect that the relevant margin requirements or trading liabilities conducted on behalf of any Customer are thereby financed by any other Customer); (ii) pay commission, brokerage, levies and other proper charges for contracts transacted by IB on behalf of the Customer; and/or (iii) make payments in accordance with the Customer's directions (provided that no money may be paid into another account of the Customer unless that account is also a segregated bank account). The Customer acknowledges that IB may apply such monies, approved debt securities or approved securities in or towards meeting IB's obligations to any party insofar as such obligations arise in connection with or incidental to all futures/options contracts transacted on the Customer's behalf. The Customer agrees that IB may retain interest on the Customer's money.
10. In respect of any account of IB, its affiliates, including THSHK, or any other broker acting on their behalf, maintained with the HKFE Clearing House, whether or not such account is maintained wholly or partly in respect of the futures/options contracts transacted on behalf of the Customer and whether or not monies or approved securities paid or deposited by the Customer has been paid to the HKFE Clearing House, as between such entities and the HKFE Clearing House, such entities deal as principal and accordingly no such account is impressed with any trust or other equitable interest in favor of the Customer and the monies and/or approved securities paid to or deposited with the HKFE Clearing House are thereby freed from the trust referred to in paragraph 8, above.
11. In the event that the Customer directs IB to enter into any contract on an exchange or other market on which such transactions are effected in a foreign currency: (i) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the account and risk of the Customer; (ii) all initial and subsequent deposits for margin purposes shall be made in such currency in such amounts as IB may, at its sole discretion, require; and (iii) when such a contract is liquidated IB shall debit or credit the account of the Customer in the currency in which such account is denominated at a rate of exchange (where the relevant contract is denominated in a currency other than that of the account) determined by IB at its sole discretion on the basis of the then prevailing money market rates of exchange.

12. The Customer acknowledges that the HKFE Clearing House may do all things necessary to transfer any open positions held by IB on the Customer's behalf and money and securities standing to the credit of the Customer's account with IB to another member of the HKFE if necessary.

### 13. LEVIES & COMMISSIONS

- Every contract executed on the floor of the HKFE shall be subject to the charge of an applicable Investor Compensation Fund levy and a levy pursuant to the Ordinance, the cost of both of which shall be borne by the Customer.
- In respect of contracts executed in markets other than those organized by the HKFE, any charges levied on such contracts by the relevant markets shall be borne by the Customer.
- The Customer will pay commission and other charges at rates to be determined by IB and at charges pursuant to Hong Kong law or the rules of the HKFE or other exchanges governing the relevant markets.

### 14. RULES & LAWS

- All transactions shall be subject to the constitution, rules, regulations, customs, usages, rulings and interpretations, from time to time extant or in force of the HKEx, HKFE or SEHK or other markets as applicable (and of their respective clearing house, if any), where the transactions are executed by IB or IB agents. All transactions under this agreement shall also be subject to any law, rule, or regulation then applicable thereto, including but not by way of limitation, the provisions of the Ordinance, as amended from time to time, and the rules and regulations thereunder.
- All transactions entered between IB and the Customer relating to any money, foreign currency, currency option, currency future, or currency forward contract or foreign exchange contract shall be governed by and subject to all the rules, regulations, orders and laws of the country of the currency or money concerned and those of Hong Kong and/or the by-laws, rules and regulations of the exchange concerned in which the transaction is done.
- All transactions related to futures/options contracts executed in markets other than those organized by the HKFE will be subject to the rules and regulations of those markets and not those of the HKFE, with the result that the Customer may have a markedly different level and type of protection in relation to those transactions as compared to the level and type of protection afforded by the rules of the HKFE.
- No provisions of this Agreement will operate to remove, exclude, or restrict any of your rights or any obligations of IB under Hong Kong law.

### 15. EXPLANATION OF MARGIN PROCEDURES AND UNILATERAL CLOSING OUT OF CLIENTS' POSITIONS

#### Margin Procedures

We set out below an explanation of margin procedures and the circumstances under which Customer positions may be unilaterally closed.

- Paragraph 11 of the IB Customer Agreement sets out detailed provisions regarding Margin Requirements.

- IB follows all margin rules laid down by all exchanges on which products are traded on margin.
- Any changes in margin requirements (whether imposed by the exchange or by IB) will be communicated to customers.
- Customers must remember that, in the event of a default, IB may close out the customers' open positions without prior notice to or consent from the customers as provided for by the terms of the Agreement. IB has reserved in the Agreement the right to close out any open positions(s) without notice: (i) when the margins on deposit with IB are exhausted, inadequate in the opinion of IB to protect it against possible price fluctuations or any adverse conditions; or (ii) any other appropriate circumstances. Please Note: IB is required to notify the HKFE (and may be required to report to the HKFE and the Commission particulars of all open positions) if Customer fails to meet two or more successive margin calls or demands for variation adjustments if the total amount in default exceeds HK \$150,000.
- No conduct or omission on behalf of IB, nor any agreement purportedly entered into on IB's behalf (save an agreement in accordance with the terms of the Agreement), shall constitute any form of waiver or variation or relaxation of IB's rights to close out customers' positions unilaterally.
- Any steps taken by IB to close out customers' positions unilaterally will be entirely without prejudice to IB's other rights under the Agreement and otherwise, in particular the right to payments from customers of all amounts outstanding.

#### 16. STATEMENT OF PARTICULARS OF APPROVED CONTRACTS

IB and THSHK are licensed to trade in the products approved by the HKEx, HKFE or SEHK, as applicable, from time to time. Contract specifications for the products in question are available on request.

17. If Customer suffers pecuniary loss by reason of IB's default, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Ordinance and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

18. We disclose the following to you: Company Name: Interactive Brokers LLC. Licensed for Dealing in Securities, Dealing in Futures Contracts and Leveraged Foreign Exchange Trading. Central Entity Number (CE Number): AEX264. Staff responsible for your account: The IB Customer Service Desk. Name of IB Responsible Officer / Registered Representative: David E. Friedland CE No.: ACP478.

#### 19. RISK DISCLOSURE STATEMENT FOR EQUITY SECURITIES

- Customer acknowledges that the price of securities can and does fluctuate, and that any individual security may experience downward movements, and under some circumstances even become valueless. Customer appreciates therefore that there is an inherent risk that losses may be incurred rather than profit made, as a result of buying and selling securities. This is a risk that the Customer is prepared to accept.

- Customer also acknowledges that there are risks in leaving securities in the custody of the Broker or in authorizing the Broker to deposit securities as collateral for loans or advances made to the Broker or authorizing the Broker to borrow or loan securities.

### **Use of your personal data**

Interactive Brokers intends to use your name and email address to send you information relating, but not limited, to new product announcements, market updates, upcoming IB webinars and other relevant information relating to Interactive Brokers' services.

By signing this application, you indicate your consent and agreement to such use.

If you do not agree to such use of your personal information, you can exercise your opt-out option by clicking below:.

[Opt-out](#)