Interactive Brokers

Web API - Account Management Services Agreement

This Web API - Account Management Services Agreement between _____ ("Hosting Firm") and the undersigned Interactive Brokers Group affiliate ("IBKR") ("Agreement") contains the terms and conditions that govern Hosting Firm's access to and use of the Web API account management services selected in Section B below ("Services").

- **Account Number: _____**
- **Account Type:**
  (Select one: ☐Fully Disclosed Introducing Broker; ☐Financial Advisor; ☐Non-Disclosed Introducing Broker).
- **Account Title:_____**

WHEREAS, IBKR will provide execution, clearing and/or custody services for the Accounts; and

WHEREAS, Hosting Firm will host an interface which Clients can use to register and/or manage their Client Account.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Defined Terms

- "Client" where the Hosting Firm is i) a Fully-Disclosed Introducing Broker or Financial Advisor means each common client of the parties, ii) a Non-Disclosed Introducing Broker means a client of the Hosting Firm.
- "Client Account" means in the case of a Client (i) who is a common client of the parties, a brokerage account at IBKR opened by the Client and (ii) who is a client of the Hosting Firm, a Sub-Account of the Hosting Firm's Consolidated Account at IBKR, which is used by the Hosting Firm for trading of an account opened by the Client at the Hosting Firm.
- "Client Account Documentation" means all Client information, account opening and application information, Client Account Legal Documents, identification documents, tax forms, and all other information and documents required for opening a Client Account and trading investment products.
- "Client Account Management Information" means profile information unique to the a Client associated with a Client Account including, tax documentation, profile details (including, personally identifiable information and employment information), contact information (e.g. email and telephone number), financial information (e.g. net worth, liquid net worth, sources of wealth), usernames, passwords, and security information; and account configuration information including market access, trading permissions, margin, regulatory classification, base currency, market data, program enrollment, banking instructions and transfer facilitation.
- "Hosting Firm ID" means the unique identifier issued by IBKR to Hosting Firm which allows Hosting Firm to connect to the Web API.
- "Client Data" means Client Account Documentation and Client Account Management Information.
- "Client Account Legal Documents" means the agreements, disclosures, documents, and notices (including those required for trading specific products or for obtaining specific client-requested account services) required by IBKR to open or maintain a brokerage account with IBKR.
- "Security Information" means the Client ID, cryptographic keys, and access token.
- "Sub-Account" is a sub-account of the Introducing Broker's Consolidated Account which is established by IBKR as an administrative service to Introducing Broker to be used for trading of an Introducing Broker client account.

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B. Services (select all that apply):

- ☐ **Client Registration**
- ☐ **Account Documentation**
- ☐ **IBKR Agreements and Disclosures**
- ☐ **Client Authentication - Single Sign On ("SSO")**
- ☐ **Account Functionality**

C. Service Terms

1. Client Registration

1.1. Hosting Firm represents that it has verified the identity of Clients, and Client's contact information, including but not limited to email address and phone number, and that all Client information provided to IBKR will be current and accurate.

1.2. Hosting Firm will provide or assist IBKR in obtaining all information necessary for IBKR to open a Client Account. To the extent that Hosting Firm provides any Client documentation to IBKR, it represents that such documentation shall be, in all material respects, in the same form as it was provided to Hosting Firm by the Client(s).

1.3. IBKR may accept or reject Client Account applications, in its sole discretion, based on IBKR's account approval criteria.

2. Account Documentation

2.1. To the extent applicable, Hosting Firm will collect from Clients and provide to IBKR all required information necessary for IBKR to open Client Accounts for Clients and configure such Client Accounts for trading (as such information is specified by IBKR, including but not limited to, Tax Form, Name, Date of Birth, Country of Birth, ID Document, Residential Address, Tax Residency Country, Sources of Wealth, Financial Information, etc.).

2.2. To the extent applicable, Hosting Firm will provide, within the timeframe and in the manner to be agreed between Hosting Firm and IBKR, originals and/or true and correct copies of: identity, address or other documentation required to be obtained from Clients pursuant to IBKR's Anti-Money Laundering and Client Identification Program; required tax forms for Clients; and such other Client Account Documentation provided to or obtained from Clients as requested by IBKR.

2.3. Hosting Firm represents that it shall, at all times be responsible for distributing and maintaining Client Account Legal Documents in accordance with the laws, rules and regulations that are applicable in its jurisdiction.

3. IBKR Agreements and Disclosures

3.1. Where a Client is a common client of the Parties, Hosting Firm shall:

(a) electronically distribute to Clients, without modification, the Client Account Legal Documents.

(b) maintain systems and procedures reasonably designed to ensure that Hosting Firm is in possession of the then-current versions of the Client Account Legal Documents. Hosting Firm warrants and certifies that any Client Account Documentation provided by IBKR that is distributed to a Client shall be the then-current version as of the time of distribution.

(c) obtain all required Client electronic signatures and/or acknowledgements.

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(d) provide the true and correct date, time, and identity of the recipient and signatory, regarding the distribution of and signature/acknowledgement of each Client Account Document required for opening the Client's brokerage account.

3.2. If Client Account Documentation has been received by Hosting Firm, but has not yet been provided to IBKR, Hosting Firm will provide such information as soon as practicable. In the event that IBKR requests such information on an urgent basis (e.g., when requested by a regulatory authority requirement or inquiry) Hosting Firm will provide requested documentation no later than 2 business days from IBKR's request.

3.3. Hosting Firm will maintain in its books and records originals and/or copies of any Client Account Documentation provided to Clients or signed/acknowledged by Clients. Such books and records shall include evidence of date, time, version, Client receipt, physical or electronic signature/acknowledgment of any Account Opening Document.

3.4. Hosting Firm represents and warrants that

(a) all Client Account Documentation provided by Hosting Firm to IBKR is true and correct to the best of Hosting Firm's knowledge, has been reviewed and executed by the Client and the information contained therein shall be unaltered.

(b) it will maintain all Client Account Documentation in the form required under the books and records rules applicable to Hosting Firm and for the longer of (a) the retention period required under the rules applicable to Hosting Firm or (b) for 7 years after a Client Account is closed.

(c) all Client electronic signatures/acknowledgements shall be in full compliance with any and all electronic signature/acknowledgement requirements of the jurisdiction in which the Client is located such that the Client Account Documentation shall be enforceable in such jurisdiction.

4. Client Authentication - Single Sign On ("SSO")

4.1. Hosting Firm agrees that it shall authenticate and verify a user prior to connecting user to IBKR Hosted Interface using SSO.

4.2. Hosting Firm acknowledges that connected user shall have access to all account standard features when connected via SSO.

4.3. Hosting Firm shall be solely responsible and liable for any and all user activity that takes place when a user is connected via SSO.

5. Account Functionality

5.1. Hosting Firm acknowledges and agrees that all requests (i) to modify the Client Account Management Information; (ii) for data retrieval; (iii) for any other actions that alter account operational settings, permissions or functionality, shall be executed in complete accordance with same service level type for which the master account is configured.

5.2. Hosting firm assumes the responsibility for ensuring that all API requests remain within the scope and parameters of its master account configuration and acknowledges that IBKR reserves the right to reject requests in its sole discretion.

5.3. Hosting Firm shall notify IBKR of any material change in Client information, specifically changes that concern a Client's financial status, investment objectives or willingness or ability to trade through IBKR.

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D. Miscellaneous

1. Data Security

1.1 Hosting Firm agrees that at all times it shall be solely responsible for determining whether instructions are properly authorized by Client and IBKR is not required to contact the Client to verify or confirm instructions submitted to IBKR by hosting firm before effectuating those instructions.

1.2 Hosting Firm hereby certifies that it has implemented and will maintain an information security and confidentiality program that is reasonably designed to protect the Client Data and that said program contains sufficient administrative, technical and physical safeguards reasonably designed to 1) ensure the security and confidentiality of the Client Data; 2) protect against any anticipated threats or hazards to the security or integrity of the Data; 3) provide for secure, username and password-protected access (both for Clients and for employees and agents of Hosting Firm) to the systems and interfaces that maintain the Client Account Documentation and Client Account Management Information; 4) protect against unauthorized access to or use of the Data. Hosting Firm represents and warrants that its data security program complies, in all material respects, with the relevant laws and regulations applicable to Hosting Firm.

1.3. Hosting Firm agrees that all electronic transmission or exchange of Client Data with IBKR or with Clients shall be transmitted using HTTPS.

1.4. Hosting Firm represents and warrants that it has adopted a business resumption and contingency plan ("BRC Plan") reasonably designed for the purpose of ensuring the continued provision of the Client Account Documentation and/or Client Account Management Information systems and interfaces and services in the event of a problem affecting Hosting Firm's operations, including system breakdown and disaster. Hosting Firm will periodically review and test the BRC Plan and will update the BRC Plan as deemed prudent and necessary by the results of the aforementioned reviews and/or tests or by relevant laws and regulations. Hosting Firm agrees to store encrypted, backup copies of all Client Data in readily accessible form and in a location and manner that is reasonably designed to remain readily retrievable in the event of a destruction or outage at Hosting Firm's primary data facilities.

1.5. Hosting Firm agrees to notify IBKR when any system that accesses, processes or stores Client Data relevant to this Agreement is subject to unintended access of a material or potentially material nature. Unintended access may include compromise by a computer worm or virus, password compromise or access by an unauthorized individual or automated program. Hosting Firm agrees to notify IBKR no later than two (2) business days upon Hosting Firms' determination of the unintended access by providing notice via email to am-api@interactivebrokers.com. Hosting Firm shall identify: 1) the nature of the unauthorized use or disclosure; 2) the Client Data used or disclosed; 3) when and if determined, who made the unauthorized use or received the unauthorized disclosure; 4) what Hosting Firm has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; 5) what corrective action Hosting Firm has taken or shall take to prevent future similar unauthorized use or disclosure. Hosting Firm agrees to provide IBKR with all reasonable assistance required to comply with applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Hosting Firm's data security obligations or other event requiring notification under applicable law, the parties shall cooperate with each other and inform all such individuals in accordance with the applicable laws and regulations.

1.6. Hosting Firm agrees to use the Services strictly in accordance with the published specification and workflows that have been tested and certified by IBKR.

2. Liability and Indemnification

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2.1 HOSTING FIRM'S USE OF THE SERVICES IS ENTIRELY AT HOSTING FIRM'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL IB BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF HOSTING FIRM'S USE OR INABILITY TO USE THE SERVICES.

2.2 (a) Hosting Firm will defend, indemnify and hold harmless IBKR, its affiliates, and each of their respective employees, officers, directors and representatives ("IBKR Indemnitees") against any claims, damages, penalties, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out or relating to any Client, civil or regulatory authorities, or any other third-party claim concerning: (i) Hosting Firm's use of the Services; (ii) this Agreement or the actions of Hosting Firm or any agent or employee of Hosting Firm under this Agreement; (iii) breach of this Agreement or violation of applicable law by Hosting Firm; (iv) negligence, fraud, or willful misconduct by Hosting Firm; or (v) any unauthorized access to Client Data or intrusion into a Client Account which is proximately caused by a third-party accessing Security Information from Hosting Firm (including the access of Security Information by a security breach of Hosting Firm's computer, device, network or system).

(b) If within ten (10) business days after receiving written notice of any claim, demand, proceeding, suit or action with respect to which IBKR Indemnitees may have any claim to indemnification under this Agreement, Hosting Firm shall fail to institute the defense of the IB Indemnitee in connection with such claim, demand, proceeding, suit or action, or if thereafter Hosting Firm shall fail diligently to prosecute such defense, the IBKR Indemnitees shall have the right, but not the obligation, to defend such action. The costs and expenses, including reasonable attorneys' fees, associated with such a defense shall be borne by the Hosting Firm. Neither the exercise of the right to participate in or assume the responsibility for any such defense nor the failure to exercise such rights shall limit, in any way, the IB Indemnitee's rights to indemnification under this Agreement. Hosting Firm shall not settle any claim, demand, proceeding, suit or action against an IBKR Indemnitee without the prior written consent of the IBKR Indemnitee. In any claim, demand, proceeding, suit or action with respect to which IB Indemnitees may have any claim to indemnification under this Agreement, whether the defense is instituted by Hosting Firm or by the IBKR Indemnitee, the IBKR Indemnitee shall have the right to select its preferred counsel, whose costs along with all other costs of defense shall be borne by Hosting Firm.

(c) Hosting Firm shall have no duty to indemnify any IBKR Indemnitee under this Section D. 2.2 for any loss directly and proximately caused primarily by the IB Indemnitee's own gross negligence, fraud or willful misconduct.

3. Term, Termination, and Choice of Law

3.1. IBKR may terminate this Agreement or suspend all or a portion of the Services at any time in its sole discretion upon 30 days written notice; provided however, that IBKR may immediately terminate this Agreement or suspend all or a portion of the Services if required to do so for legal or regulatory reasons.

3.2. This Agreement shall run coterminous with the Clearing Agreement or the Agreement for Advisors Providing Services to Interactive Brokers Customers, as applicable. This Agreement is governed by laws set forth in the applicable Clearing Agreement or the Agreement for Advisors Providing Services to Interactive Brokers Customers without effect to conflicts of law rules. Any dispute concerning this Agreement shall be subject to the dispute resolution provisions set forth in the Clearing Agreement or the Agreement for Advisors Providing Services to Interactive Brokers Customers, as applicable. All provisions which by their nature contemplate performance or observance subsequent to termination of the Agreement will survive termination of the Agreement and continue in full force and effect, including, for the avoidance of doubt, Sections D.1.5., D.2, and D.3.

4. Compliance with Applicable Laws

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4.1. Hosting Firm is solely responsible for complying with all laws and regulations governing its provision of services to Clients, and IB specifically disclaims any responsibility for such compliance. Among other things, Hosting Firm is solely responsible for: a) determining whether Hosting Firm and/or its employees is required to be registered or licensed with appropriate regulatory authorities, and complying with any registration requirements; b) satisfying any fiduciary obligations to Clients (if such obligations exist); c) proper disclosure of material facts regarding the services it provides; d) proper recordkeeping and reporting regarding the services; and e) compliance with anti-money laundering rules.

4.2. Hosting Firm represents that it is now, and will remain in material compliance with all applicable laws and regulations in connection with the services it provides to Clients and the activities contemplated by this Agreement. Hosting Firm shall immediately notify IBKR if it is not in compliance with any of a-e set forth above.

BY SIGNING BELOW, HOSTING FIRM AGREES TO BE BOUND BY THIS AGREEMENT. THIS AGREEMENT SHALL BE EXECUTED BY THE PRIMARY USER OR AUTHORIZED SECURITY OFFICER ASSOCIATED WITH THE IBKR ACCOUNT LISTED BELOW.

Executed and Agreed:

Interactive Brokers _____	**Hosting Firm**
Name:_____	Name:_____
Title: _____	Title:_____
Signature:_____	Signature:_____
Date:_____	Date:_____
	IBKR Account ID:_____

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