



# INTERACTIVE BROKERS LLC SUPPLEMENTAL AGREEMENT & DISCLOSURES FOR TRADING ON THE AUSTRALIAN STOCK EXCHANGE LIMITED

## **Effect of the Supplemental Agreement & Disclosures**

This Supplemental Agreement & Disclosures for Trading on the Australian Stock Exchange Limited ("ASX") ("the Agreement") is in addition to the Interactive Brokers (ARBN 091191141; AFSL 245574) ("IB") Customer Agreement and forms part of the contract between IB and Customer (hereinafter, "Customer" or "Client") regarding transactions on ASX.

Market Transactions on ASX are entered into subject to the Rules, directions, decisions and requirements of ASX, and the Australian Clearing House Pty Limited ("ACH") Clearing Rules, and, where relevant, the ASX Settlement and Transfer Corporation Pty Limited ("ASTC") Settlement Rules; the customs and usages of the Market; and the correction of errors and omissions. Confirmations regarding Customer's transactions are issued subject to these terms.

## **ASX Authority Regarding Market Transactions**

Customer understands and agrees that ASX has the power under the Rules to cancel or amend Market Transactions or Crossings.

## **Disclosures Regarding the Execution and Clearing of ASX Transactions**

Pursuant to ASX Market Rule 7.1.1, IB provides you with the following information:

IB is not a participant on the ASX. IB's proprietary trading affiliate, Timber Hill Australia Pty Limited (ABN 25079993534) ("THA") is a participant on the ASX. IB shall route customers' ASX orders through THA's connection to the ASX dedicated to the routing of only IB customer orders.

The business address and phone number for THA is:

Level 25  
56 Pitt Street  
Sydney  
NSW, 2000, Australia  
61 2 9240 5145

Orders executed for IB clients shall be cleared by Fortis Clearing Sydney Pty Ltd ("Fortis"), an ACH Clearing Participant. With respect to clients' orders executed on ASX and cleared by Fortis, Fortis carries the Clearing Obligations and any settlement obligations for all Market Transactions of THA and IB (including those of Customer). As the Clearing Participant, Fortis must settle such transactions as principal with ACH or the relevant counter-party, even though the Market Transaction may have been entered into on Customer's behalf. The Clearing Obligations and any settlement obligations of Customer are therefore owed directly to Fortis, as the Clearing Participant.

If Customer fails to pay the amounts due in respect of a Market Transaction; or if Customer fails to fulfill its settlement obligations in respect of a Market Transaction, Fortis has direct rights against Customer, including the rights of sale under the Market Rules. As such, an agreement is deemed to have been entered into between Fortis and Customer upon the terms included herein. Such deemed agreement comes into existence immediately upon the

receipt by IB of an order by Customer to enter into a Cash Market Transaction.

The business address and phone number for Fortis are below:

Level 8  
50 Bridge Street  
Sydney  
NSW, 2000, Australia  
61 2 8221 3000

### **National Guarantee Fund Coverage of ASX Market Transactions**

IB is not a participant on the ASX and Customer's market transactions are not covered by the National Guarantee Fund ("NGF").

### **Contact**

Customer may contact IB's Customer Service Department with any questions regarding this document. The contact details to reach an IB Customer Service Representative are available on the IB website at: [www.interactivebrokers.com](http://www.interactivebrokers.com). IB's main customer service telephone numbers are as follows:

1-877-442-2757 (from inside the U.S.)  
312-542-6901 (from outside the U.S.)

I have read, understand and agree to be bound by these terms.

**IF YOUR INTERACTIVE BROKERS ACCOUNT CONFIGURATION WILL INCLUDE PERMISSIONS TO TRADE OPTIONS ON THE AUSTRALIAN STOCK EXCHANGE LIMITED, YOUR ACCOUNT WILL ALSO BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.**

## **INTERACTIVE BROKERS LLC AGREEMENT FOR CUSTOMERS TRADING OPTIONS ON THE AUSTRALIAN STOCK EXCHANGE LIMITED**

The following terms and conditions are required by Australian Stock Exchange Limited ("ASX") Market Rule 7.1.2 to be in place between Market Participants and their customers who trade options on ASX. Though Interactive Brokers (ARBN 091191141) ("IB") is not a participant on the ASX, IB has implemented the below terms and conditions in accordance with ASX Market Rule 7.1.2.

### **1. Application of Market Rules**

The Client and IB are bound by the Market Rules of Australian Stock Exchange Limited ("ASX"), the Corporations Act and the Procedures, customs, usages and practices of ASX and its related entities, as amended from time to time, in so far as they apply to Options/derivative instruments traded on ASX for the Client. Client authorizes IB to route Client's orders for equity and index options to the ASX for execution.

### **2. Explanatory Booklet**

The Client has received and read a copy of the current explanatory booklet published by ASX in respect of each ASX Derivative Market Contract.

### 3. Authority

The Client acknowledges that they are either:

- a. acting as principal; or
- b. acting as an intermediary on another's behalf and are specifically authorized to transact the ASX Derivative Market Contracts, by the terms of:-
  - i. a licence held by the Client;
  - ii. a trust deed (if the Client is a trustee); or
  - iii. an agency contract.

### 4. Nature of IB's Obligations

Notwithstanding that IB may act in accordance with the instructions of, or for the benefit of, the Client, the Client acknowledges that any contract arising from any order submitted to the Market, is entered into by IB as principal.

### 5. Dealing as principal

The Client acknowledges that IB or its affiliates, including Timber Hill Australia Pty Limited (ABN 25079993534) ("THA"), may, in certain circumstances permitted under the Corporations Act and the Market Rules, take the opposite position in a transaction in the ASX Derivative Market Contracts, either acting for another client or on its own account.

### 6. Commissions and fees

The Client must pay to IB commissions, fees, taxes and charges in connection with dealings for the Client in ASX Derivative Market Contracts at the rates determined by IB from time to time and notified to the Client in writing.

### 7. Tape recording of conversations

The Client acknowledges that IB may record telephone conversations between the Client and IB. If there is a dispute between the Client and IB, the Client has the right to listen to any recording of those conversations.

### 8. Client to provide information

The Client will take all reasonable steps to deliver information or documentation to IB, or cause information or documentation to be delivered to IB concerning Option Transactions which are requested by a person having a right to request such information or documentation. IB is authorized to produce the information or documentation to the person making the request.

### 9. Right to refuse to deal

IB is not an ASX participant. IB's proprietary trading affiliate, THA, is an ASX participant. For clients wishing to execute trades on ASX, IB shall route such orders through THA's connection to the ASX Integrated Trading System ('ITS').

The Client acknowledges that IB may at any time refuse to deal in, or may limit dealings in, the ASX Derivative

Market Contracts for the Client. Neither IB nor its affiliate, THA, the ASX Trading Participant, are required to act in accordance with the Client's instructions where to do so would constitute a breach of the Market Rules, the Clearing Rules, or the Corporations Act. IB will notify the Client of any refusal or limitation as soon as practicable.

#### **10. Termination of Agreement**

Either the Client or IB may terminate this Agreement by giving notice in writing to the other. Termination will be effective upon receipt of the notice by the other party.

#### **11. Effect of termination**

Termination does not affect the existing rights and obligations of the Client or IB at termination.

#### **12. Revised terms prescribed by ASX**

If ASX prescribes amended minimum terms for a Client Agreement for the ASX Derivative Market Contracts for the purposes of the Rules (the "New Terms"), to the extent of any inconsistency between these minimum terms and the New Terms, the New Terms will override the terms of this Agreement and apply as if the Client and IB had entered into an agreement containing the New Terms.

#### **13. Market Participant to provide Client with copy of changes**

IB will provide a copy of the New Terms to the Client as soon as practicable after ASX prescribes the New Terms.

#### **14. Application of Clearing Rules**

The Client acknowledges that each Option registered with an Approved Clearing Facility is subject to operating rules and the practices, directions, decisions and requirements of that Approved Clearing Facility.

#### **15. Authority of ASX Regarding Market Transactions**

Customer understands and agrees that ASX has the power under the Rules to cancel or amend Market Transactions or Crossings.

I have read, understand and agree to be bound by these terms.

Customer Signature

Date