

## Order Management System (OMS) Connectivity Rider

This rider ("Rider") dated \_\_\_\_\_\_ ("Effective Date") supplements the Customer Agreement between Interactive Brokers LLC ("IB") and the undersigned ("Customer") dated \_\_\_\_\_\_, and is incorporated therein, ("Customer Agreement").

This Rider sets forth the terms and conditions under which IB will establish a connection with <u>DAS Trader</u> ("Vendor") to enable IB to exchange messages electronically with Vendor's order management system ("OMS") on behalf of the Customer for Account #\_\_\_\_\_\_ ("Account").

- 1. This Rider will be effective as of the Effective Date and will continue until terminated as provided herein ("Term").
- 2. During the Term of this Rider, IB agrees to establish and maintain a connection with Vendor to enable IB to receive Customer's orders electronically via the OMS ("Connection").
- 3. (a) CUSTOMER AGREES THAT THE USE OF THE OMS IS AT CUSTOMER'S SOLE RISK AND THAT IB AND ITS AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTION OF SERVICES, DELAYS OR ERRORS CAUSED BY VENDOR. AS BETWEEN IB AND CUSTOMER, CUSTOMER ACCEPTS FULL LIABILITY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF OTHER COSTS OR SAVINGS, OR DAMAGE SUFFERED OR INCURRED BY CUSTOMER, CLIENTS OF CUSTOMER, OR ANY THIRD PARTY, OF ANY NATURE OR FROM ANY CAUSE WHATSOEVER, WHETHER DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, ARISING OUT OF (I) CUSTOMER'S USE OF THE OMS, (II) VENDOR'S SERVICES, (III) ANY INTERRUPTION OF THE CONNECTION, OR (IV) VENDOR'S ACTS OR OMISSIONS.

(b) Customer agrees to defend, indemnify and hold IB, its affiliates, directors, officers, shareholders, employees and agents, harmless from and against any and all claims, actions, losses, damages, liabilities, obligations, judgments, costs, and expenses any of them may incur or be subjected to arising out of or in any way related to (i) Customer's use of the OMS, (ii) any interruption of the Connection, (iii) any order or message routed through the Connection or Vendor's network, or (iii) Vendor's acts or omissions.

- 4. Customer agrees to reimburse IB for any fees and costs incurred by IB in establishing and maintaining the Connection with Vendor. In the event that Customer terminates its relationship with IB or terminates this Rider, the Customer shall be responsible for all fees, liabilities, and costs due to Vendor for the Connection, pursuant to the services agreement between Vendor and IB.
- 5. Subject to Section 4, either party may terminate this Rider upon prior written notice to the other party. This Rider shall terminate in the event of the termination of the Customer Agreement. Sections 3 and 4 shall survive the termination or expiration of this Rider. In the event that Customer wishes to terminate the Connection to Customer's account and this Rider, then Customer shall provide written notice to IB's Client Integration team (ci@ibkr.com) and IB's Brokerage Operations team (brokops@ibkr.com).

## InteractiveBrokers

IN WITNESS WHEREOF, the Parties have caused this Rider to be executed by their duly authorized representatives.

Interactive Brokers LLC	Name of Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: