

## **Terms and Conditions of registration on GEP Portal as a Supplier to Interactive Brokers Group**

By registering on the GEP portal ("Portal") as a potential or current supplier ("Supplier") to Interactive Brokers Group, Inc., including any of its affiliates or subsidiaries ("IBG"), Supplier agrees to and accepts the following terms and conditions ("Agreement").

1. IBG may amend the terms of this Agreement by posting amended terms to GEP and sending notice to Supplier by email to the primary contact email of the Supplier. If Supplier continues to use the Portal or to supply any good or service to IBG after such amendment is posted, the amended Agreement shall apply to Supplier.
2. Supplier warrants and agrees information provided to IBG will be true, accurate, current and complete, and to promptly update information provided if facts change.
3. Supplier is responsible for protecting and maintaining the confidentiality of the username and password to access the Portal. Supplier is responsible for all activities undertaken, instructions given, representations made and information provided under its Portal login. Supplier agrees to immediately notify GEP and IBG of any unauthorized use of its Portal password or account, or of any other breach of security.
4. IBG agrees to process and protect information it receives from Supplier in accord with [the IBG Privacy Policy](#).
5. Supplier and IBG agree to only use Confidential Information received from the other party for a purpose related to potential or actual provision of goods or services by Supplier to IBG. For purposes of this Agreement, "Confidential Information" shall mean any non-public information that is provided in written form that is designated as confidential, either by clear indication on the document or contemporaneous written notice to the other party. Confidential Information does not include information that: (i) was known to recipient before receipt from discloser; (ii) is publicly available through no fault of recipient; (iii) is rightfully received by recipient from a third party without a duty of confidentiality; or (iv) is independently developed by recipient. Each party agrees to use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. A party may disclose Confidential Information to the extent required by applicable law and regulation, including, without limitation, as required by subpoena, order or request of any court, governmental,

regulatory, self-regulatory, market or other relevant authority, agency or organization, but such disclosure shall be only to the extent and only for so long as necessary to comply with such applicable law or regulation.

6. The Portal is operated by GEP, not IBG. IBG is not responsible for, and makes no representation or warranty regarding, the functionality or operation of the Portal, which Supplier uses subject to [the GEP Terms of Use](#). Supplier agrees IBG shall not be liable for any harm or loss to Supplier of any kind arising from or related to functionality or Supplier's use of the Portal.

7. Supplier agrees to indemnify, defend, and hold IBG, its officers, employees, and agents harmless from any and all liabilities, damages or expenses, including, without limitation, attorney's fees, expenses, costs, judgments, settlements, contract losses, or other costs arising out of or relating to Supplier's misuse of the Portal or breach of its representations or obligations under this Agreement.

8. Supplier agrees any dispute with IBG related to this Agreement shall be brought by the user exclusively in the state or federal courts situated in New York County, in the State of New York. Supplier agrees that such venue is appropriate. 9. IBG has the right to block or cancel the registration of any Supplier on the Portal as a potential Supplier to IBG, or to decline to do business with any Supplier for any reason at IBG's sole discretion, to the extent permissible under applicable law