

**DISCRETIONARY TRADING AUTHORIZATION/POWER OF ATTORNEY FROM
CUSTOMER TO ADVISOR (COVESTOR) AND LIMITATION AND DISCLAIMER
OF LIABILITY OF INTERACTIVE BROKERS LLC FOR COVESTOR TRADING
DECISIONS**

Terms and Conditions

1. General

- A. Customer (or “You”) is/are a subscriber of the internet-based investment advisory services provided by Covestor Ltd. (“Covestor” or “Advisor”). Covestor is registered with the Securities and Exchange Commission as an Investment Advisor and Covestor has created a service for Covestor users to receive securities investment instructions based on the investing determinations made by certain model managers (“Managers”) – also referred to as “Publishers” in the Investment Management Agreement between Covestor and its clients – available on Covestor’s website.
- B. Customer has requested that Interactive Brokers LLC (“Interactive Brokers” or “IB”) open a brokerage account (or multiple brokerage accounts) for Customer in which Customer can utilize Covestor’s services, and in which Covestor will act as Customer’s Investment Advisor, as described on the Covestor website and in any agreement(s) between Customer and Covestor. Interactive Brokers will execute trades for Customer’s Interactive Brokers account based on instructions sent to Interactive Brokers by Covestor. In addition, Covestor will be able to request information, receive account statements and confirmations, change certain Customer information other than Customer’s address of record or wire instructions on file, and generally manage Customer’s Interactive Brokers account(s) as specified below.
- C. Customer understands and acknowledges that in order to allow Customer to use Covestor’s services and to follow the portfolios of multiple Managers, IB may need to open multiple accounts for Customer. All such accounts are covered by the Terms and Conditions described in this Authorization. These Terms and Conditions are in addition to the provisions of all other agreements between Interactive Brokers and Customer or Covestor, including but not limited to the Interactive Brokers Customer Agreement and the Covestor Investment Management Agreement.
- D. Covestor and IB are affiliates of the Interactive Brokers Group, Inc., which may present a conflict of interest. You expressly authorize Covestor to execute all transactions in your Covestor account through IB consistent with Covestor’s duty of best execution.

2. Request to Deduct Advisory Fees

Customer requests and authorizes IB to deduct from Customer's IB account(s) Advisory Fees ("Fees") and to disburse those Fees directly to Covestor, based on the fee arrangement that Customer has agreed upon with Covestor and that Covestor has specified to IB. Customer acknowledges that Covestor is solely responsible for specifying to IB the Advisory Fee Rate and IB is not liable for determining whether the Fee Rate specified to IB by Covestor is the correct Fee Rate. Covestor may pass on certain of its Advisory Fees from your account to the Managers on its website or to other third parties. IB is not involved in calculating these payments to Managers and has no liability in connection with such payments.

3. Confirmations and Statements

IB will provide all trade confirmations and account statements to Customer.

4. Advisor's Authority

- A. This agreement authorizes Interactive Brokers to accept the instructions of Covestor on behalf of Customer. This authorization will be applicable to all assets Customer holds in all Interactive Brokers accounts for which Covestor has been designated as Customer's advisor. Customer hereby authorizes Covestor to inquire in, trade, buy, sell (including short sales), exchange, convert, tender, trade, or otherwise acquire or dispose of any investments covered by the Covestor service, which may include (at present or in the future) stocks, bonds, options securities, futures, security futures, foreign exchange and any other investments, on margin or otherwise, for and at the risk of the Customer. Customer understands that a commission will be charged to the account(s) each time a trade is effected.
- B. Covestor is also permitted to instruct IB to remit the funds or securities in Customer's account(s) to the Customer through wire instructions provided by Customer or at Customer's address of record, regardless of the tax consequences. Covestor does not have authority to open an account on behalf of a client or to designate or change Customer's wire instructions on file with IB or address of record with IB.
- C. Customer authorizes Interactive Brokers, acting on Covestor's instructions, to aggregate transaction orders for Customer's account(s) with orders for one or more other accounts over which Covestor has trading authority. Covestor is authorized to receive all information regarding the account(s) and to receive account statements, confirmations and tax information.
- D. Interactive Brokers is authorized, but not required, to conduct further inquiry or seek authorization from the Customer or further clarification from Covestor or Customer regarding any instruction from Covestor for Customer's account(s). Interactive Brokers reserves the right, in its sole discretion, to refuse to honor particular instructions from Covestor, or to no longer honor instructions from

Covestor. Customer and Covestor acknowledge that all information provided by either of them to Interactive Brokers in the application process or at any other time is subject to verification, and Customer and Covestor authorize Interactive Brokers to verify all information through the use of credit agencies or any other customary or reasonable means. Advisor will provide promptly any information reasonably requested by Interactive Brokers concerning the management of the account(s) or compliance with this Authorization. This provision shall not be read to imply that Interactive Brokers has any duty to supervise or monitor or second-guess Advisor's management of Customer's account(s) or compliance with applicable law.

5. This Authorization Is Not a Substitute for an Advisory Agreement

Customer and Covestor acknowledge that this Authorization merely authorizes Covestor to conduct certain activities with respect to Customer's Interactive Brokers account(s) and is not a substitute for an advisory agreement and is not designed to satisfy any regulatory obligations applicable to Covestor to enter such an agreement. Customer and Covestor will separately enter (or have already entered) into an Investment Management Agreement with each other.

6. Limited Role of Interactive Brokers – Disclaimer and Waiver of Liability

A. IB'S ROLE IS SOLELY TO PROVIDE ONLINE EXECUTION AND CLEARING AND CARRYING SERVICES FOR YOUR BROKERAGE ACCOUNT(S). IB IS NOT PROVIDING ANY ADVISORY SERVICES TO YOU WHATSOEVER AND IS NOT RESPONSIBLE FOR THE TRADING OR INVESTMENT DECISIONS IN YOUR ACCOUNT.

B. COVESTOR AND THE COVESTOR SERVICE WAS SELECTED SOLELY BY YOU.

C. IB WILL NOT INVESTIGATE OR JUDGE THE COMPETENCE OR INTEGRITY OF COVESTOR OR ANY MANAGERS ON THE COVESTOR WEBSITE. IB WILL NOT REVIEW THE ADVISOR'S RECOMMENDATIONS OR JUDGE THE APPROPRIATENESS OF ANY TRADING OR INVESTMENT RECOMMENDATION OR DECISION MADE BY COVESTOR OR ANY MANAGERS ON THE COVESTOR WEBSITE.

D. YOU ARE SOLELY RESPONSIBLE FOR THE TRADING RESULTS IN YOUR ACCOUNT THAT ARE GENERATED BY YOUR DECISION TO FOLLOW MANAGERS ON THE COVESTOR WEBSITE.

E. FOLLOWING THE TRADING ADVICE OR MIRRORING THE PORTFOLIOS OR TRADES OF PERSONS FROM THE INTERNET (SUCH AS COVESTOR MANAGERS) WHO ARE UNKNOWN TO YOU PERSONALLY IS INHERENTLY RISKY. AMONG OTHER THINGS:

1) SUCH PERSONS MAY HAVE DIFFERENT OBJECTIVES OR RISK TOLERANCE THAN YOU DO; AND 2) THEY ARE NOT FAMILIAR WITH YOUR INVESTMENT GOALS AND OBJECTIVES.

F. IB IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OF COVESTOR OR THE COVESTOR MODEL PORTFOLIO SERVICE OR WEBSITE, INCLUDING TECHNICAL ERRORS OR OUTAGES. IB WILL RECEIVE TRADING AND OTHER INSTRUCTIONS FROM COVESTOR REGARDING YOUR ACCOUNT(S) AND IB IS NOT LIABLE IF SUCH INSTRUCTIONS ARE INACCURATE AS A RESULT OF “BUGS” OR TECHNICAL FLAWS OR OUTAGES AT COVESTOR OR FOR ANY OTHER REASON. IF THE COVESTOR SERVICE OR WEBSITE IS UNAVAILABLE OR OUT OF SERVICE FOR SOME REASON, IB MAY BE UNABLE TO RECEIVE INSTRUCTIONS REGARDING YOUR ACCOUNT FROM COVESTOR AND YOU MAY SUFFER LOSSES AS A RESULT. IB WILL NOT BE LIABLE FOR SUCH LOSSES OR FOR ANY LOSS RESULTING FROM TECHNICAL ERRORS OR OUTAGES OF COVESTOR.

G. IB DOES NOT PROVIDE ADVISORY SERVICES TO IB CUSTOMERS AND WILL NOT PROVIDE INVESTMENT OR TRADING OR TAX ADVICE REGARDING THE ACCOUNT.

7. Advisor’s Compliance with State, Federal or Non-U.S. Law

Advisor and any sub-advisors appointed by advisor will comply with all applicable state and federal securities laws and regulations, including the Investment Advisers Act of 1940, the Commodity Exchange Act and comparable state laws, and will comply with any applicable laws of non-U.S. jurisdictions (hereinafter “applicable Laws and Regulations”). Interactive Brokers assumes no responsibility for determining if Advisor is complying with applicable Laws and Regulations regarding its provision of advisory services. CUSTOMER ACKNOWLEDGES THAT IB IS NOT RESPONSIBLE FOR DETERMINING WHETHER ADVISOR IS REQUIRED TO BE REGISTERED OR LICENSED OR WHETHER ADVISOR IS EXEMPT FROM REGISTRATION OR LICENSING. THIS IS SOLELY THE RESPONSIBILITY OF ADVISOR. IF CUSTOMER HAS QUESTIONS ABOUT THIS, CUSTOMER MUST CONTACT ADVISOR FOR FURTHER INFORMATION.

8. Termination

Customer and/or Covestor agree(s) to notify Interactive Brokers immediately, in writing, if Customer or Covestor terminates, modifies or revokes this Authorization. This Authorization shall remain in effect until Interactive Brokers receives written notice of its termination and has had sufficient time to process such notice and terminate Advisor’s authority.

9. Indemnification of Interactive Brokers by Customer

- A. Customer agrees to indemnify and hold Interactive Brokers, and its affiliates, and its and their successors and assigns, and its and their directors, officers, employees harmless from and against all claims, actions, costs and liabilities, including attorney's fees, arising out of or relating to their reliance on this Authorization or their execution of any of Covestor's instructions.
- B. Customer agrees that since Interactive Brokers will not supervise or monitor the trading decisions or other activities of Customer or Covestor or any Covestor Managers on the Covestor website, Customer will not attempt to hold Interactive Brokers liable for any trade or decision or action of Customer, Covestor or any Covestor Managers on the Covestor website.
- C. Interactive Brokers' rights under this paragraph are in addition to any other rights it has under other agreements with Customer and/or Covestor.

10. Customer's Representations and Acknowledgments

- A. In accordance with the Covestor Investment Management Agreement, Customer has granted Covestor full discretion to direct the trading in the account(s) on Customer's behalf.
- B. Depending on the equity in Customer's account, deduction of Advisory Fees in an IB margin account may cause the account to incur margin interest. Furthermore, if deduction of Advisory Fees would cause the account to have insufficient equity to cover margin requirements or to satisfy any other obligation to IB, IB may, at its sole discretion: (1) deduct the Fees and exercise any of its rights and remedies under the IB Customer Agreement, including liquidating positions in the account without prior notice in order to satisfy margin requirements or obligations; and/or (2) decline to deduct the Fees, in which case Customer will be liable to pay such Fees to Covestor directly.
- C. All claims, questions or disputes regarding IB's provision of brokerage services or regarding IB's execution of particular trades must be referred to IB. Covestor has no authority to resolve such claims or disputes on IB's behalf.

11. Disputes Regarding Covestor Model Portfolio Service, Covestor Website or Covestor Fees

ALL CLAIMS OR DISPUTES REGARDING THE COVESTOR MODEL PORTFOLIO SERVICE OR WEBSITE (INCLUDING SPECIFIC CONDUCT, ADVICE, RECOMMENDATIONS, OR TRADES PLACED BY COVESTOR OR MONEY MANAGERS OR FEES OWED) ARE SOLELY BETWEEN CUSTOMER AND COVESTOR. IB IS NOT LIABLE FOR ANY SUCH CLAIMS AND DISPUTES AND CUSTOMER UNDERSTANDS AND FULLY ACKNOWLEDGES THAT CUSTOMER CANNOT BRING A CLAIM AGAINST IB OR RECEIVE DAMAGES OR COMPENSATION OF ANY KIND FROM IB, INCLUDING CLAIMS FOR DIRECT, INDIRECT, COMPENSATORY, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. ALL CLAIMS OR DISPUTES REGARDING THE FEES OWED TO COVESTOR ARE SOLELY BETWEEN CUSTOMER AND COVESTOR. IF CUSTOMER DISPUTES ADVISOR'S RECEIPT OF ANY ADVISORY FEES THAT IB HAS DEDUCTED FROM THE ACCOUNT AND SENT TO COVESTOR, CUSTOMER UNDERSTANDS THAT CUSTOMER'S SOLE REMEDY IS AGAINST COVESTOR AND CUSTOMER AGREES NOT TO BRING ANY CLAIM AGAINST IB.

12. Arbitration

The agreements between Customer and Interactive Brokers contain arbitration clauses requiring all parties to arbitrate any disputes. Such arbitration clauses are incorporated herein by reference. Customer acknowledges and agrees that all disputes regarding this Authorization, Customer's account(s) or IB's provision of services to Customer are subject to arbitration.