

# Risk Disclosure Statement for Trading OTC Precious Metals with IBKR Europe S.à r.l. ("IB EU")

- 1. Trading of Precious Metals is Risky and you may Lose More than you Deposit:** Trading Precious Metals over-the-counter ("OTC") is highly risky due to the speculative and volatile markets in these products and the leverage (margin) involved. Trading these products may result in loss of funds greater than you deposited in the account. *You must carefully consider your financial circumstances and your risk tolerance before trading Precious Metals, and you should not trade Precious Metals unless you are an experienced investor with a high risk tolerance and the financial capability to sustain losses if they occur.*
- 2. No Investment, Tax or Trading Advice:** IB EU does not provide investment, tax or trading advice. Our service is "execution only", and we will only act on your instructions and not advise you on any transaction, nor will we monitor your trading decisions to determine if they are appropriate for you or to help you avoid losses. You should obtain your own financial, legal, taxation and other professional advice as to whether Precious Metals are an appropriate investment for you.
- 3. Precious Metals are not Traded on a Regulated Exchange and are not Cleared on a Central Clearinghouse:** OTC Precious Metals transactions are transactions with IB EU as your counterparty, and are not traded on a regulated exchange and are not cleared on a central clearinghouse. Thus, exchange and clearinghouse rules and protections do not apply to trading OTC Precious Metals with IB EU.
- 4. OTC Precious Metals Transactions are "Unallocated", Meaning IB EU will not "Allocate" to you nor Segregate on your Behalf Specific Lots of Precious Metal:** Rather, IB EU has custodial arrangement(s) with third party Precious Metals Custodians for storage of unallocated Precious Metals on a net basis for IB EU. Precious Metals held in an unallocated account are not segregated from IB EU's or its Precious Metals Custodian's assets, and Precious Metals credited to an unallocated account represent only the dealer's obligation to deliver Precious Metals and do not constitute ownership of any specific lots of Precious Metals.
- 5. Not MiFID Regulated Investments:** The Markets in Financial Instruments Directive is an E.U. law that regulates investment services across the E.U. member states. OTC Precious Metals such as unallocated gold are not "MiFID" regulated instruments.
- 6. The Collection of Precious Metals from the Vaults of IB EU's Precious Metals Custodian is at your Expense and Risk and you are Solely Responsible for Transportation and Security Procedures:** IB EU generally will allow you to take physical delivery of an underlying Precious Metal upon your request, by arrangement with IB EU's Precious Metals Custodian, subject to their delivery policies. Physical delivery of Precious Metals may require minimum delivery quantities and may involve additional charges. IB EU's Precious Metals Custodian is entitled to select which bars are to be made available.
- 7. You are Subject to Counterparty Credit Risk on Precious Metal Trades:** Since IB EU is the counterparty to your Precious Metal trades, you are exposed to the financial and business risks, including credit risk, associated with dealing with IB EU. That is,

in the unlikely event that IB EU were to become insolvent, it may be unable to meet its obligations to you.

8. **Precious Metals Markets are Speculative and Volatile:** Markets for Precious Metals can be highly volatile. The prices of Precious Metals will be influenced by, among other things, the performance of the economy as a whole; the changing supply and demand relationships for the metal; governmental, commercial and trade programs and policies; interest rates; inflation; national and international political and economic events; and the prevailing psychological characteristics of the relevant marketplace.
9. **Example of Leverage and Margin Losses on Precious Metals:** Using leverage or margin means that you may lose more than you have actually deposited in your account if the price of the Precious Metal moves significantly against you. For example, if you purchase a position in a Precious Metal at a cost of EUR100,000, and if the Margin Requirement is 10%, you will be required to deposit EUR10,000 as margin. If the value of the Precious Metal position then drops to EUR80,000, you will have lost your original EUR10,000 deposit, plus an additional EUR10,000, which you will be required to pay to IB EU (this excludes commissions, spreads and financing costs).
10. **IB EU has the Right to Liquidate your Positions Without Notice in the Event of a Margin Deficiency:** You must monitor your account so that at all times the account contains sufficient equity to meet IB EU's Margin Requirements. IB EU does not have to notify you of any failure to meet Margin Requirements prior to IB EU exercising its rights under its Agreement with you, including but not limited to its right to liquidate positions in your account(s). *Unlike the practice of some other brokers and dealers who allow "grace periods" for margin compliance, IB EU generally will not issue margin calls; generally will not allow a grace period for you to meet intraday or other margin deficiencies; and is authorised to liquidate account positions immediately in order to satisfy Margin Requirements, without prior notice.*

You cannot assume that IB EU's general policy to liquidate positions with a margin deficiency will prevent you from losing more than you have deposited with IB EU. Among other things, markets may "gap" down and IB EU may not be able to close out at a price that would avoid losses greater than your margin deposit. Likewise, IB EU may in its sole discretion delay or decide not to liquidate a position with a margin deficit. If you wish to avoid further losses on any Precious Metals position, you must close out the position yourself and not rely on IB EU to do so.

11. **IB EU Has the Right to Change or Increase its Margin Requirements at any Time:** In order to protect the firm and our clients, IB EU may modify Margin Requirements for any or all clients for any open or new positions at any time, in IB EU's sole discretion. If we increase our margin requirements, it may prevent you from adding positions or hedging existing positions. If margin requirements increase on your existing Precious Metals, you will have to deposit additional equity in advance or your positions may be liquidated.
12. **Precious Metals Carry Liquidity Risk:** IB EU is not obligated to provide quotes for any Precious Metal at any time, and IB EU does not guarantee the continuous availability of quotations or trading for any Precious Metal. IB EU may in its sole discretion cease quoting Precious Metals and/or cease entering new Precious Metal transactions at any time. **You Will Pay Commissions, Spreads and Financing Charges Among Other Costs of Trading Precious Metals:** IB EU will charge commissions on your Precious Metal trades. In addition, you will pay a spread on your Precious Metal transactions, meaning that the price you pay to buy a Precious Metal generally will be

some amount higher than the theoretical market value of the Precious Metal and the price you receive when you sell a Precious Metal generally will be some amount lower than the theoretical market value of the Precious Metal. You will also pay carrying fees on your long Precious Metal positions and borrowing fees on your short positions. All of these costs will lower the total return (or increase the loss) on your investment in the Precious Metal.

13. **Risk of Foreign Currency Fluctuation:** When you deal in a Precious Metal that is denominated in a currency other than the base currency or currency you have on deposit in your IB EU account, all margins, profits, losses and financing credits and debits in relation to that Precious Metal are calculated using the currency in which the Precious Metal is denominated. Thus, your profits or losses will be further affected by fluctuations in the exchange rates between the account currency and the currency in which the Precious Metal is denominated. IB EU applies a margin "haircut" to reflect this risk, and so the Margin Requirement on the Precious Metal will effectively increase.
14. **Risk of Interest Rate Fluctuation:** Interest rates fluctuate, which will affect the carrying and borrowing fees you will pay on your Precious Metal positions.
15. **Risk of Regulatory and Taxation Changes:** Changes in taxation and other laws, government, fiscal, monetary and regulatory policies may have an adverse effect on the value of your Precious Metals, the tax you pay on your Precious Metals, and the total return on your Precious Metals.
16. **IB EU has the Right to Correct Trade Errors:** IB EU can cancel, adjust or close out Precious Metal transactions after confirmation to you to correct errors, including but not limited to technical errors in IB EU's platform and Precious Metal transactions not reasonably related to the correct market price.
17. **You may be Unable to Short Precious Metals or may Suffer Forced Closeout of an Open Short Position:** Depending on regulatory restrictions, market conditions or other factors, short sales of Precious Metals may or may not be allowed. Further, IB EU reserves the right, at any time in its sole discretion, to close out your open short Precious Metal transaction by requiring you to buy in the Precious Metal or by IB EU issuing order(s) for your account to buy in the Precious Metal.
18. **Risk of Disruption or Interruption of Access to IB EU's Electronic Systems and Services:** IB EU relies on computer software, hardware and telecommunications infrastructure and networking to provide its services to Clients, and without these systems IB EU cannot provide the services. These computer-based systems and services such as those used by IB EU are inherently vulnerable to disruption, delay or failure, which may cause you to lose access to the IB EU trading platform or may cause IB EU not to be able to provide Precious Metal quotations or trading, or may negatively affect any or all aspects of IB EU's services. Under the IB EU Customer Agreement, you accept the IB EU systems and services "As-Is" and our liability to you is limited. You must also maintain alternative trading arrangements in addition to your IB EU account for execution of your orders in the event that IB EU's electronic system and services are unavailable.