



## Supplement to Interactive Brokers LLC Client Agreement for Clients Trading U.S. Unallocated Gold

This Supplement (the "Supplement") to the Interactive Brokers LLC Client Agreement is made between Client and Interactive Brokers LLC ("IBKR") and sets forth the conditions under which IBKR agrees to permit Client to purchase, hold, or sell unallocated gold on the IBKR platform (the "Unallocated Gold Program") and to convert unallocated gold to allocated gold and take physical possession thereof. Client agrees to be legally bound by the terms and conditions set forth in this Supplement.

Client understands and agrees that Client continues to remain bound by the terms and conditions of the Interactive Brokers LLC Client Agreement (as amended from time to time, the "Client Agreement") which governs Client's securities and commodities brokerage account at IBKR ("Account"), of which this Supplement forms a part (such Client Agreement, together with this Supplement and any other supplements, annexes, schedules or exhibits, the "Agreement"), and that all terms and conditions in the Client Agreement, including, without limitation, the "Mandatory Arbitration" provision thereof, shall also govern the relationship between IBKR and Client with regard to any services in connection with the Unallocated Gold Program and any other service, transaction or relationship contemplated by this Supplement. Unless otherwise defined, capitalized terms used but not defined in this Supplement shall have the meanings assigned in the Client Agreement.

1. **Definitions:** As used in this Supplement:

- a. "You" shall mean the Client.
- b. "We" or "us" shall mean IBKR.
- c. "Bullion" means gold bullion products, including, but not limited to, bullion coins and bars, including COMEX-deliverable gold warrants.
- d. "Unallocated Gold" means a specified number of ounces of gold that represent a specific, but undivided, proportionate interest in bulk, generic Bullion owned by IBKR for your benefit and for the benefit of other IBKR clients.

2. **Unallocated Gold:** Under the Unallocated Gold Program, IBKR will offer you the ability, within your Account, to (i) purchase Unallocated Gold from IBKR on an unleveraged basis and to (ii) sell some or all of your existing position of Unallocated Gold previously purchased from IBKR, at prices to be quoted by IBKR from time to time.

**IBKR will always maintain ownership of a quantity of Bullion (generally in the form of COMEX-deliverable gold warrants) at least equal to (or in excess of) the aggregate quantity of Unallocated Gold owned by all IBKR clients under the Unallocated Gold Program.** We may, upon substitution of any specific Bullion (for other Bullion), use all or a portion of such Bullion, and You understand that we may profit by such substitution and use (subject to the conditions of the previous sentence).

3. **No Short-Selling; No Leverage:** No short-selling of Unallocated Gold is permitted in the Unallocated Gold Program. You may only purchase Unallocated Gold on a fully-paid-for basis, and IBKR will provide no margin, leverage, or financing of any kind, directly or indirectly, in connection with the purchase of Unallocated Gold in the Unallocated Gold Program.
4. **No Margin Value; No Lien:** Unallocated Gold in your account will not be assigned any margin value

for purposes of determining your Account's compliance with either securities or commodities margin requirements.

**Notwithstanding any other provision of the Agreement, IBKR shall have no lien on the Unallocated Gold held in your Account.**

5. **Conversion to Allocated Gold and Physical Delivery:** You may choose to convert Unallocated Gold to ownership of specific Bullion coins and bars ("Allocated Gold") and take physical possession of such Allocated Gold at any time under such terms and conditions (including fees) as we may advise you from time to time.

IBKR will not custody Allocated Gold for you, and you must take immediate physical possession of any Allocated Gold you purchase from IBKR. IBKR will only ship Allocated Gold to you at an address already on file with IBKR as associated with your Account.

The minimum quantity of Unallocated Gold that you may convert to Allocated Gold at any one time is one (1) troy ounce. The cost to convert will be the sum of (i) the spread between (x) the cost of Bullion in the specific form you have selected and (y) the quoted spot Unallocated Gold cost plus (ii) the cost of shipping the gold to you plus (iii) a handling fee plus (iv) the surrender to IBKR of the Unallocated Gold to be converted. For more details about available Allocated Gold products, including our prevailing charges, please see the IBKR website at <https://www.interactivebrokers.com/en/index.php?f=1590&p=metals>.

You agree to promptly defend, hold harmless, and indemnify IBKR against any and all claims, damages, costs, or legal fees, including attorneys' fees, arising out of IBKR's good faith reliance on shipping instructions sent to IBKR for your Account. IBKR shall have no obligation to deliver Bullion to you unless and until all amounts due to IBKR for the conversion transaction have been paid.

6. **Fees and Commissions:** Custody fees, trading commissions, and any other fees applicable to the Unallocated Gold program shall be as specified on the IBKR website from time to time at <https://www.interactivebrokers.com/en/index.php?f=1590&p=metals>.
7. **Amendment:** This Supplement may be revised at any time upon IBKR's tender to you of a revision or amendment. Your continued use of the services offered under the Unallocated Gold Program shall constitute conclusive evidence of your acceptance of such revision or amendment.
8. **Disputes Involving Your Account:** All disputes between us directly or indirectly arising from transactions under this Supplement, shall be resolved in accordance with the terms of the Client Agreement, including, without limitation, the pre-dispute mandatory arbitrary provision.

**THE CLIENT AGREEMENT, WHICH THIS SUPPLEMENT FORMS A PART OF, CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN PARAGRAPH 54 ON PAGES 19-20. BY SIGNING THIS SUPPLEMENT, I ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AND THAT I HAVE RECEIVED, READ AND UNDERSTOOD THE TERMS THEREOF.**