

## 1 PURPOSE AND SCOPE

This statement outlines how IG Europe GmbH (“we”, “our”, “us”) safeguards financial instruments and funds belonging to clients (“you”, “your”). It is intended to help you understand the protections provided for your assets, in accordance with our disclosure responsibilities under MiFID II. The information applies to clients who have entered into a custody arrangement with us.

This document is not intended to constitute legal, financial, tax, or accounting advice.

This statement should be read alongside your Customer Agreement. In the event of any conflict between this document and the Customer Agreement, the terms of the latter will prevail. We may update or revise this statement from time to time to reflect changes in law or regulation.

## 2 DEFINITIONS

Unless otherwise defined within this statement, terms will have the meanings set out in your Customer Agreement or within the applicable regulations.

**“MiFID II”**: Directive 2014/65/EU as well as applicable European regulations (especially Delegated Regulation (EU) 2017/565) and implementing legislation in Germany.

**“Central securities depository”**: Any depository, settlement system, clearing house, or similar entity engaged to hold or settle transactions involving your Financial Instruments.

**“Customer Agreement”**: Any contract under which we offer custody services to you.

**“Financial Instruments”**: Shall have the meaning as prescribed by MiFID II.

## 3 SAFEGUARDING OF CLIENT FINANCIAL INSTRUMENTS

We may hold your Financial Instruments in custody as part of the services agreed with you. When doing so, we observe the requirements imposed by MiFID II and all relevant regulations.

Your Financial Instruments are maintained separately from our own assets, recorded accurately in our internal systems, enabling clear identification and separation from assets belonging to other clients or to IG Europe GmbH.

Our processes include frequent reconciliation checks of custody records and accounts, both internally and with any third party engaged to hold your Financial Instruments. We maintain organisational controls and systems designed to minimise the risk of asset loss, fraud, or diminution.

When appointing a third party such as a sub-custodian or central depository, we conduct thorough due diligence, considering the sub-custodian’s professional competence, reliability, regulatory environment and market practices and legal requirements related to the safekeeping of Financial Instruments that could adversely affect our clients’ rights. We only appoint sub-custodians that are appropriately regulated in their jurisdiction. If the sub-custodian is in a third country, the local regulatory/supervisory environment for safe custody is assessed in order to determine that it provides for a sufficient level of client asset protection. We will inform you via our website, if any accounts that hold your Financial Instruments are, or will be, subject to the law of a jurisdiction of a third country.

We have implemented measures aiming to ensure that your Financial Instruments deposited with a third party can be distinguished from our own and the third party’s assets.

Despite these safeguards, loss may still arise due to the actions or insolvency of a third party. We outline our liability and the circumstances in which we accept responsibility for losses in your Customer Agreement.

If your Financial Instruments are held with a sub-custodian or central securities depository, they might be registered under the name of a third party or under our name, instead of under a nominee’s name. As a result, there may be a risk that Financial Instruments may be subject to claims of creditors of us or another third party.

In cases where your Financial Instruments are deposited in a third country, your rights relating to those Instruments may be affected as they may differ. Specifically, it may not be possible to ensure your assets are kept separate from assets belonging to us or to the sub-custodian. As a result, there is a risk that your Financial Instruments may be subject to claims from our creditors or those of the third party.

Financial Instruments held on your behalf with a third party may be pooled with those of other clients in omnibus accounts. This means you may not have direct rights to specific Financial Instruments, but will have a right to a proportionate share of the relevant pool. As a result, you may face risks due to others' activities, including settlement or shortfall risks.

## 4 LIEN AND SECURITY INTEREST

In case Financial Instruments are held in a third country, we may have to grant rights of set-off, security interest or liens for the benefit of a sub-custodian where this is required by applicable law in such jurisdiction. We will inform you via our website, [here](#), of any security interests, liens or rights of set-off that have been granted by us to a sub-custodian or where we have been informed security interests, liens, rights of set-off or charge have been granted by the sub-custodian to a third party.

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