



CONFLICT OF INTEREST POLICY AND GENERAL INFORMATION ON INDUCEMENTS

1. Definition of Conflicts of Interest

1.1. During the provision of Investment Services the Dealer identifies potential conflicts of interest and adopts measures aimed at avoiding them. If a conflict of interest arises, the Dealer adopts measures aimed at preventing any adverse impacts of such conflict of interest on the legitimate interests of Clients. The Dealer identifies and manages conflicts of interest to the extent required of the Dealer by applicable legislation.

1.2. Conflicts of interest mean, in particular, conflicts of interest or potential conflicts of interest which arise or may arise between a Client or a potential Client and

- a) the Dealer, including its managers;
- b) tied agents or employees of the Dealer or Workers of the Dealer;
- c) managers of tied agents;
- d) persons controlling the Dealer;
- e) persons controlled by the Dealer; or
- f) other Clients of the Dealer.

2. Identification of Conflicts of Interest

2.1. In accordance with paragraph 1.1, the Dealer takes steps necessary to identify potential conflicts of interest.

2.2. In order to identify potential conflicts of interest, during the provision of Investment Services the Dealer assesses in particular whether any of the persons according to paragraph 1.2:

- a) may make financial gains or avoid financial losses at the expense of the Client;
- b) has an interest in the outcome of a service provided to the Client or in the outcome of a transaction executed in the name of the Client differing from the Client's interest;
- c) has a financial or other incentive to favour the interests of one Client over the interests of another Client or group of Clients;
- d) is engaged in business in the same line of business as the Client;
- e) receives any Inducement from or provides any Inducement to a third party in connection with the provision of Investment Services to the Client which differs from the standard commission or fee for such services.

2.3. In the interest of transparent conflict of interest identification, the Dealer keeps records of conflicts of interests in accordance with the requirements of legislation.

3. Management of Conflicts of Interest

3.1. In order to prevent or reduce the risk of the occurrence of conflicts of interest, the Dealer has implemented the following measures:

- a) organisational measures to ensure the separation of the persons processing Client Orders and the persons performing the settlement of Client Orders;
- b) application of the "four eyes principle", in which defined services and the handling of Client Assets may be performed only by means of the cooperation of two persons;
- c) setting-up a remuneration system for the employees of the Dealer [and persons with whom the Dealer cooperates (e.g. tied agents)] so that there is no direct relationship between the amount of the fees earned by an employee [a person with whom the Dealer cooperates] and the provision of particular services to the Client;
- d) the introduction of rules relating to the personal transactions of employees of the Dealer and parties with a special relationship to the Dealer;
- e) maintenance of lists of Investment Instruments (Watch List, Restricted list) where conflicts of interest may arise;
- f) maintenance of a list of insiders, i.e. people who have access to inside information;
- g) implementation of an Order Processing Policy and procedures for Order aggregation;
- h) The Dealer maintains a strict prohibition on giving preference to dealing on its own account under equal or better conditions than those enjoyed by the Client.

3.2. The Dealer ensures the impartiality and the independence of the persons involved in preparing analyses of investment opportunities, in particular in respect of persons whose interests may be in conflict with the interests of the persons to whom such an investment opportunities analysis is to be distributed.

3.3. All the organisational units of the Dealer are obliged to participate in the identification and management of conflicts of interest, and in the event of a risk or the occurrence of a conflict of interest they are obliged to report this fact to the Compliance Department.

4. Conflict of Interest Identification Procedure

- 4.1. If the Dealer is unable to prevent a conflict of interest in a specific case, the Dealer notifies the Client of this fact, in particular informing the Client of the nature or the source of the potential conflict of interest.
- 4.2. The Dealer shall provide the Client with the information according to paragraph 4.1 prior to providing the respective investment service, so that the Client can make an informed decision as to whether or not to use the investment service offered by the Dealer.
- 4.3. The information according to paragraph 4.1 will be provided via the means of communication specified in the Investment Services Terms and Conditions.
- 4.4. If a conflict of interest between the Dealer and the Client cannot be avoided, the Dealer will always give preference to the Client's interests over its own interests. In the event that a conflict of interest occurs between Clients, the Dealer will ensure that such Clients are given fair treatment.

5. General Information on Inducements and their Permissibility

- 5.1. The Dealer may accept the payment of a charge, a fee or non-monetary compensation in connection with the provision of an investment service (hereinafter "Inducement") from a third party, or the Dealer may provide such an Inducement to a third party.
- 5.2. The Dealer may provide or accept an Inducement only if:
 - a) the acceptance or provision of an Inducement is not in conflict with the Dealer's obligation to act professionally, honestly and fairly and in the best interests of the Client;

- b) there is no risk that a conflict of interest would be caused as a consequence of the acceptance or provision of an Inducement (in the scope specified in this Conflict of Interest Policy); and
- c) the acceptance or provision of an Inducement results in an enhancement of the quality of the service provided to the Client.

- 5.3. Other admissible Inducements also include those which are necessary for the provision of an investment service, however, only in the case that their provision or acceptance is not contrary to the Dealer's obligation to act with due professional care and in the best interests of the Client.
- 5.4. The Dealer provides specific information to the Client regarding any Inducement relating to a particular provided investment service and the Investment Instrument involved prior to commencing the provision of such Investment Service. Such information mainly consists of information on the existence, nature and amount or value of the Inducement. Clients can find current information about specific Inducements on the Internet Website.
- 5.5. In cases where the amount or value of a particular Inducement cannot be determined in advance, information on this amount or value according to paragraph 5.4 hereof may be substituted by information regarding the procedure for calculating the amount or value of this specific Inducement (e.g. expressed in %, as a formula, or as a description of the procedure for calculating the Inducement's amount).
- 5.6. The Dealer shall provide the Client with detailed information concerning Inducements in relation to particular investment services and Investment Instruments beyond the scope of the information in this paragraph (and in particular paragraph 5.4) only at the request of the Client.