



CONFLICT OF INTEREST POLICY

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Exclusive Change Capital Ltd is incorporated under the laws of Cyprus, with registration no. HE 337858, regulated by CySEC under license no. 330/17 and has its registered address at 84-86 Pafou Street, 2nd floor, 3051, Limassol - Cyprus

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1. Introduction

Exclusive Change Capital Ltd (hereafter the “Company”) is an Investment Firm incorporated and registered under the laws of the Republic of Cyprus, with registration number HE 337858. The Company is authorised and regulated by the Cyprus Securities and Exchange Commission (hereafter the “CySEC”) under the license number 330/17.

Following the implementation of the Markets in Financial Instruments Directive (MiFID II) in the European Union and its transposition into national law with the Investment Services and Activities and Regulated Markets Law 87 (I) /2017 (hereinafter the “Law”), the Company is required to provide its clients and potential clients with a Conflict of Interest Policy (hereinafter the “Policy”).

Under the above legislation, the Company is required to take all appropriate steps to identify, prevent or manage conflicts of interest. The Company is committed to acting honestly, fairly and professionally and in the best interest of its clients and to complying, in particular, with the principles set out in the above legislation when providing investment services and ancillary services.

2. Scope

The Policy applies to all its directors, employees, any persons directly or indirectly linked to the Company (hereinafter called “related persons”) and refers to the provision of all Investment and Ancillary Services to all clients.

3. Criteria of identifying conflicts of interest

For the purposes of identifying the types of conflicts of interest that may arise in the course of providing investment and ancillary services or a combination thereof and whose existence may damage the interest of a Client, the Company takes into account, by way of minimum criteria, the question of whether the Company or a Relevant Person, or a person directly or indirectly linked by control to the Company, is in any of the following situations, whether as a result of providing investment or ancillary services or investment activities or otherwise:

- the Company or a relevant person has an interest in the outcome of a service provided to the Client or of a transaction carried out on behalf of the Client, which is distinct from the Client’s interest in that outcome;
- the Company or a relevant person has a financial or other incentive to favour the interest of another Client or group of Clients over the interests of the Client;
- the Company or a relevant person receives or will receive from a person other than the Client an inducement in relation to a service provided to the Client, in the form of monies, goods or services, other than the standard commission or fee for that service;
- the Company or a Related Person carries on the same business as the Client;
- the Company provides a service to a Client and the Company has a material interest in the transaction;
- the Company may act as principal for the client in relation to the transactions;
- a transaction is effected in financial instruments in respect of which the Company may benefit from a commission, fee, or non-monetary benefit payable otherwise than by the Client;

If a conflict of interest may arise between the Company, its associates (which could be, service providers and/or group of entities), its employees or its clients. More specifically, a conflict of interest may arise, between:

1. the Company's client and the Company;
2. two of the Company's clients;
3. the Company and its employees;
4. the Company's client and its employee and directors;
5. the Company's departments;
6. the Company's clients and their associates; and/or
7. the Company and its associates.

While it is not feasible to define precisely or create an exhaustive list of all relevant conflicts of interest that may arise, as per the current nature, scale and complexity of the Company's business, the following list includes circumstances which constitute or may give rise to a conflict of interest entailing a material risk of damage to the interests of one or more of our clients:

1. The Company or a relevant person, or associate, or a person (in)directly linked by control to the Company, is likely to make a financial gain, or avoid a financial loss at the expense of our client;
2. The Company or a relevant person, or associate, or a person (in)directly linked by control to the Company, has an interest in the outcome of a service provided to the Company's clients, or of the transaction carried out on behalf of our client, which is distinct from the client's interest in that outcome;
3. The Company or a relevant person, or associate, or a person (in)directly linked by control to the Company, has a financial or other incentive to favour the interest of one client or group of clients over the interests of another client;
4. The Company or a relevant person, or associate, or a person (in)directly linked by control to the Company, carries on the same business as our client;
5. The Company or a relevant person, or associate, or a person (in)directly linked by control to the Company, receives or will receive from a person other than the Company's client an inducement in relation to a service provided to the Company's client, in the form of monies, goods or services, other than the standard commission or fee for that service.

Please note that the above is an indicative area of potential conflicts of interest.

A relevant person shall include:

1. *A member of the Company's Board of Directors;*
2. *A Company's employee as well as any other under the control of the Company and who is involved in the provision of services;*
6. *an individual who is directly involved in the provision of services to the Company under an outsourcing arrangement for the purpose of the provision of services to the Company's clients.*

4. Identification of Conflicts of Interest

When the Company deals with the Client, the Company, an associate or any other person connected with the Company may have an interest, relationship or arrangement that is material in relation to the transaction concerned or that it conflicts with the Client's interest. While it is

not feasible to define precisely or create an exhaustive list of all relevant conflicts of interest that may arise, as per the current nature, scale and complexity of the Company's business, the following list includes circumstances which constitute or may give rise to a conflict of interest entailing a material risk of damage to the interests of one or more Clients, as a result of providing investment services:

1. The Company may be matching the Client's Order in relation to financial instruments (e.g., Contracts for Differences ("CFDs") and Real/ Fractional Shares) with that of another Client by acting on such other Client's behalf as well as on the Client's behalf.
2. The Company may have an interest in maximizing trading volumes in order to increase its commission revenue, which is inconsistent with the Client's personal objective of minimizing transaction costs;
3. The Company's bonus scheme may award its employees based on the trading volume etc.;
4. The Company may receive or pay inducements to or from third parties due to the referral of new Clients or Clients' trading;

It should be noted that the above circumstances are not necessarily detrimental to the interests of Clients.

5. Procedures and Controls for Managing Conflicts of Interests

In general, the procedures and controls that the Company follows to manage the identified conflicts of interest included, but are not limited to, the following:

- Effective procedures to prevent or control the exchange of information between Relevant Persons engaged in activities involving a risk of a conflict of interest where the exchange of that information may harm the interests of one or more Clients;
The separate supervision of relevant persons whose principal functions involve carrying out activities on behalf of, or providing services to, Clients whose interest may conflict, or who otherwise represent different interests that may conflict, include those of the Company;
- The removal of any direct link between the remuneration of relevant persons principally engaged in one activity and the remuneration of, or revenues generated by, different relevant persons principally engaged in another activity, where a conflict of interest may arise in relation to those activities;
- Measures to prevent or limit any person from exercising inappropriate influence over the way in which a relevant person carries out investment or ancillary services or activities;
- A policy designed to limit the conflict of interest arising from the giving and receiving of inducements;
- Chinese walls restricting the flow of confidential and inside information within the Company, and physical separation of departments;
- Procedures governing access to electronic data;
- Segregation of duties that may give rise to conflicts of interest if carried on by the same individual;
- Prohibition of external business interests conflicting with our interests as far as the Company's officers and employees are concerned, unless Board of Directors approval is provided;
- Establishment of in-house Compliance Department to monitor and report on the above to the Company's Board of Directors;

- A “need-to-know” policy governing the dissemination of confidential or inside information within the Company;
- Appointment of Internal Auditor to ensure that appropriate systems and controls are maintained and report to the Company’s Board of Directors;
- Establishment of the “four-eyes” principle in supervising the Company’s activities;
- Measures to prevent or control the simultaneous or sequential involvement of a Related Person in separate investment services where such involvement may impair the proper management of conflicts of interest;
- The Company undertakes on-going monitoring of business activities to ensure that internal controls are appropriate;
- Establishment of Personal Transactions Policy;
- Staff members are required to immediately notify the Company in case they perceive that a conflict of interest may be created due to the undertaking of a specific task/work;
- Advises/recommendations on transactions are prohibited;
Staff members are forbidden to accept gifts, promotions, discounts or any other monetary or benefit in kind from Clients or third parties, which may create conflicts of interest. Gifts of low value may be accepted after approval from the Company;
- In circumstances not covered by the points above and given the nature of a conflict of interest situation, the Compliance Officer and/or the Senior Management shall decide whether to allow a transaction by notifying the Client, or not allow the transaction altogether.

6. Record Keeping

The Company shall maintain and regularly update a register of the kinds of investment or ancillary service, or investment activity carried out or on behalf of the Company in which a conflict of interest entailing a risk of damage to the interests of one of more clients has arisen or may arise.

7. Reporting

The senior management of the Company shall receive on a frequent basis, and at least annually, written on the situation referred to in paragraph 6 above.

8. Client Consent

By entering into a Client Agreement with the Company for the provision of Investment Services, the Client is consenting to an application of this Policy. Further, the Client consents to and authorizes the Company to deal with the Client in any manner which the Company considers appropriate, notwithstanding any conflict of interest or the existence of any material interest in a transaction, without prior reference to the Client. In the event that the Company is unable to deal with a conflict of interest situation it shall revert to the Client.

9. Disclosure of Information

If during the course of a business relationship with a Client or group of Clients, the organizational or administrative arrangements/measures in place are not sufficient to avoid or manage a conflict of interest relating to that Client or group of Clients, the Company will disclose the conflict of interest before undertaking further business with the Client or group of Clients.

10. Amendment of the Policy and Additional Information

The Company reserves the right to review and/or amend its Policy and arrangements whenever it deems this appropriate without notice to the Client. Should you require any further information and/or have any questions about conflicts of interest please direct your request and/or questions to info@exclusivecapital.com