



Conflict of Interest Policy

(United Kingdom)

INTRODUCTION

ATC BROKERS LIMITED (“ATC”) is committed to taking all appropriate steps to identify and manage any conflicts of interest in its business that might arise between itself and its clients and between clients of all areas of the group. ATC is committed to maintaining the highest ethical standards and complying fully with its regulatory and legal obligations. Compliance with this Conflicts of Interest Policy is a requirement of the employment contract of every employee and any breach may lead to disciplinary proceeding, up to and including dismissal.

IDENTIFICATION OF POTENTIAL OR ACTUAL CONFLICTS

A conflict of interest may arise where ATC, or one of its employees, is providing a financial service to its clients or engaging in activities on their own account which may entail a material risk of damage to the clients’ interest, for example where ATC or its employees:

- Could make a financial gain, or avoid a financial loss, at the expense of the client;
- 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 clients’ interest in that outcome;
- Has a financial incentive to favor the interest of another client, or group of clients, over the interest of the client.

PRODUCT GOVERNANCE

When developing our services and products, we have put in place product governance arrangements to ensure that the products we provide meet the needs of our clients and remain appropriate at all times. If we do not, or no longer feel that our services or products are appropriate for you, we will inform you in writing.

CONFIDENTIAL INFORMATION

It is the policy of ATC that all non-public information obtained from a client or potential client or other source which has been provided in the expectation that it shall be treated as confidential and shall not be shared with any other company or individual. ATC employees may not disclose any such confidential information to any person who is not an employee unless required by the terms of a transaction or relevant law or regulation.

ALLOCATION OF TRANSACTIONS

Client orders must be dealt with sequentially and in accordance with the timing of their reception by ATC. They must be accurately recorded and allocated. ATC and its employees must not misuse information relating to client orders. If one or more client orders are aggregated with a transaction for ATC's own account, the trades must not be allocated in a manner detrimental to any client. If the aggregated order is only partially executed, the trades must be allocated to the clients in priority to ATC unless it can be demonstrated that the prices obtained was significantly improved because of the aggregation of ATC order with those of the client. Unfair precedence should not be given to ATC or to any particular client.

DISCLOSURE

ATC shall take all appropriate steps to manage any conflict of interest, but if those efforts are not sufficient to ensure, with reasonable confidence, that the risk of damage to the interest of a client will be prevented. ATC shall, where appropriate, disclose the general nature and/or source of the conflict of interest (together with details of the steps that we have taken to mitigate the risks) in writing to the client before undertaking business for the client. Any disclosure shall contain sufficient information to allow the client's to make an informed decision.

It is the policy of ATC to disclose all material interest or conflicts of interest to the client whether generally or in relation to a specific transaction before it deals on behalf of a client, through its standard Terms of Business. This disclosure is made even where ATC has employed other measures to manage conflicts and those measures have the effect that the risk of damage to a client's interest is low.

INTRODUCTIONS

You may have been introduced to us by a third party who may receive remuneration from your trades (however, we will provide you with full written details of any amounts that we pay to a third party, even where you have requested us to make such payments on your behalf).

DECLINING TO ACT

In the event that ATC determines that they are unable to manage a conflict of interest using one or more of the methods described above, ATC may decline to act on behalf of a client.

FURTHER INFORMATION

ATC will review and update this Conflicts of Interest Policy as necessary. If you have questions regarding this policy, please contact us via e-mail at: compliance@atcbrokers.com.

By entering into ATC's Customer Agreement, client consents to this Conflict of Interest Policy.

- Where we assess whether a product or service is appropriate for you, in relation to the products, transactions and services for which you are classified, we can assume that you have the necessary level of knowledge and experience to understand the risks involved in it.
- If we are required to assess the suitability of a personal recommendation made to you, in relation to the products, transactions and services for which you are classified, we can assume that you have the necessary experience and knowledge to understand the risks involved and assume that you are able financially to bear any investment risks consistent with our investment objectives.
- The COBS rules relating to the confirmation of transactions will apply in a modified form. Provisions regarding extra reporting requirements for dealings with Retail Clients and provision of hard copies of confirmations not accessed electronically will not apply.
- When providing you with Best Execution we are not required to prioritise the overall costs of the transaction as being the most important factor in achieving Best Execution for you, nor do we have to consider our own commissions and costs relating to each of the eligible execution venues available when assessing which to use in order to provide Best Execution.

ELIGIBLE COUNTERPARTY

Clients may only be classified as Eligible Counterparties in relation to certain limited services. These services are: dealing and arranging/reception and transmission of orders; the execution of orders; and dealing on own account, i.e. eligible counterparty business (and related ancillary services). In relation to all other investment services and activities, the Eligible Counterparty will be categorised a Professional Client (e.g. in respect of investment advice).

Eligible Counterparties will include capital market participants such as investment firms and banks; major market users and investors such as undertakings for collective investments in transferable securities and fund managers as well as national governments and other public bodies; central banks and supranational organizations. Clients that automatically fall within the Eligible Counterparty definition will be “per se” Eligible Counterparties.

The conduct of business rules in relation to best execution, order handling and certain conduct of business obligations do not apply when bringing about or entering into transactions with Eligible Counterparties or in respect of any ancillary service directly related to those transactions.