

CONFLICTS OF INTEREST POLICY

I. Introduction

Capital Com Group Ltd (the "**Company**", "**we**", "**Capital Com**", "**Capital.com**") is a Cypriot Investment Firm (the "**CIF**") regulated by the Cyprus Securities and Exchange Commission (the "**CySEC**") for the provision of investment and ancillary services under the license number 463/25 and registered in the Republic of Cyprus. Our business and registered address is at Vasileiou Makedonos, 8, Kinnis Business Center, 2nd floor, 3040, Limassol, Cyprus.

II. Purpose and Legal Framework

Based on the regulatory requirements, the Company shall establish, implement and maintain an effective Conflicts of Interest Policy setting out in writing and appropriate to the size and organisation of the firm and the nature, scale and complexity of its business. Thus, the purpose of this Conflicts of Interest Policy is to specify the procedures put in place by the Company, for identifying and responsibly managing, controlling and, where necessary, disclosing the conflicts of interests arising in relation to our business.

This Policy is put in place by Capital.com to ensure that we comply with relevant legal and regulatory requirements, as well as the departmental and general internal procedures outlined in our Internal Procedures Manual (the "**IOM**").

This Policy is not intended to create third party rights or duties that would not exist in the absence of the Policy.

This Policy discusses the main sources of conflicts of interest arising, however, it may not cover all eventualities and all circumstances that may be encountered.

III. Scope

The Policy applies to all relevant persons, as defined in the Delegated Regulation (EU) 2017/565 (the "**Del. Regulation 565**"), including directors, managers, employees or any person directly or indirectly linked to the Company by control (the "**relevant persons**") and refers to all interactions with clients or between one client and another client, between clients and a relevant person, or between Capital.com's departments, that may arise in

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the course of providing any investment and ancillary services, or combinations thereof, including those caused by the receipt of inducements from third parties or by the firm's own remuneration and other incentive measures, which adversely affect the interest of the Company's clients.

IV. Identifying a Conflict of Interest

Capital.com defines a conflict of interest as any situation where either the Company or an individual is in a position to exploit a professional or official capacity in some way for either corporate or personal benefit.

For example, a conflict of interest is present if there is a potential for the personal interests of an employee to clash with his/her fiduciary duties. A conflict of interest may exist even if no unethical or improper act results, but there is the potential for the appearance of impropriety, which can undermine confidence in the Company.

The affected parties if a conflict of interest arises can be the Company, the Company's associates (which could be group entities, service providers and/or affiliates), our employees or our clients. More specifically, a conflict of interest may arise, between:

- our client and us;
- two of our clients;
- us and our employees;
- our client and our employee/manager;
- our departments;
- our clients and our associates;
- us and our 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:

- a. Capital.com or a relevant person, or associate, or a person (in)directly linked by control to Capital.com, is likely to make a financial gain, or avoid a financial loss at the expense of our client;

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- b. Capital.com or a relevant person, or associate, or a person (in) directly linked by control to Capital.com, has an interest in the outcome of a service provided to our client, or of the transaction carried out on behalf of our client, which is distinct from the client's interest in that outcome;
- c. Capital.com or a relevant person, or associate, or a person (in) directly linked by control to Capital.com, has a financial or other incentive to favour the interest of one client or group of clients over the interests of the another client;
- d. Capital.com or a relevant person, or associate, or a person (in) directly linked by control to Capital.com, carries on the same business as our client;
- e. Capital.com or a relevant person, or associate, or a person (in) directly linked by control to Capital.com, receives or will receive from a person other than our client an inducement in relation to a service provided to our client, in the form of monies, goods or services, other than the standard commission or fee for that service.

*The above are only indicative areas of potential conflicts of interest.

V. Management of Conflicts of Interest

The Company's Conflicts of Interest Policy adopts procedures and measures to manage and control conflicts of interest identified, so we are always acting in the best interest of our clients. These include, among other, the following:

A. Independence

Situations may arise where it is appropriate to manage conflicts of interest by requiring our employees to adhere to and observe a certain degree of independence. The following measures have been adopted by Capital.com for ensuring the requisite degree of independence:

- a. measures to prevent or control the exchange of information between relevant persons engaged in activities involving a risk of a conflict of interest (i.e. by establishing a Chinese wall, procedures governing access to personal data);
- b. separate supervision of relevant persons whose principal functions involve carrying out activities on behalf of, or providing services to, our clients whose interests may conflict, or who otherwise represent different interests that may conflict, including those of the Company;

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- c. removal of any direct link between the remuneration of relevant persons principally engaged with 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;
- d. measures to prevent or limit any person from exercising inappropriate influence over the way in which a relevant person carries out services or activities (e.g., establishment of the four-eyes principle in supervising our activities);
- e. measures to prevent or control the simultaneous or sequential involvement of a relevant person in separate services or activities, where such involvement may impair the proper management of conflicts of interest (e.g., separation of reception and transmission of orders from the dealing on own account investment services).

B. Personal Transactions of employees

The Company has introduced specific policies and procedures related with the personal transactions of its employees. All Company's employees are aware of the restrictions on personal transactions detailed in the said policies and procedures, including among others the key information outlined below. The Company's employees that are involved in the provision of investment services or other activities are not allowed to enter the personal transactions that which will cause the following:

1. enter a transaction prohibited under section 9 of the Market Abuse Law; and/or
2. misuse or cause improper disclosure of confidential information; and/or
3. enter a transaction that is likely to conflict with any obligations of the Company, or the employee, that are stated under law.

Where our employee has come into contact with information which is not publicly available to our clients or cannot readily be inferred from information that is so available, the employees must not act or undertake personal transactions or trade, other than as acting in good faith and in the ordinary course of our services to our clients, or on behalf of any other person, including the Company.

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The employees must also not disclose any opinion other than in the normal course of business, if the person who is given the opinion is likely to enter a transaction which is contrary to the above. The employee also should not provide advice or provide to anyone any information, other than in the proper course of his/her employment, especially if it is clear that the person who is receiving such information will advise another party who might acquire or dispose of financial instruments to which that information relates.

Any client orders that have been relayed to any Company's employees must not be disclosed to another party. An employee of the Company who has knowledge of a potential client order must not carry out a personal transaction that is the same as the client order, if this will cause a conflict of interest.

C. Remuneration Practices

The Company recognizes that remuneration is a factor that may influence the conduct of its employees. The Company has in place remuneration policies and procedures which set out appropriate governance to prevent remuneration structures which may incentivize employees to act contrary to their responsibilities or regulatory requirements. The respective policy has been designed in such a way so as to not create a conflict of interest that may lead relevant persons to favour their own interests or the Company's interest to the potential detriment of any client.

D. Costs and Charges

The Company provides to its clients appropriate information in good time with regards to all costs and charges. Relevant details can be found on the Company's website.

E. Inducements

Establishment of inducement policies and procedures for the cases, where the Company may pay and/or receive fees and/or commissions and/or any non-monetary benefits to and/or from third-parties. Capital.com ensures that it will only accept and/or pay such fees and/or commissions and/or any non-monetary benefits to and/or from any third parties at its own reasonable belief that such benefits will enhance the quality of the offered services to its clients and do not impair our duty to act in the best interests of our clients.

VI. Disclosure of Conflicts of Interest

When the measures taken by the Company to manage conflicts of interest are not sufficient to ensure, with reasonable confidence that risks of damage to clients' interest will be prevented, Capital.com proceeds with the disclosure of conflicts of interest to you as a client.

Prior to carrying out a transaction or providing a service to a client, the Company must disclose any actual or potential conflict of interest. The disclosure will be made in sufficient time and in a durable medium and shall include sufficient detail (taking into account the nature of the client) to enable you to take an informed decision with services of the Company in the context of which the conflict of interest arises.

Clients will be given the opportunity to decide on whether or not to continue their relationship with us with no unreasonable obstacles.

The disclosure is a measure of last resort, to be used only in the aforementioned occasions, pursuant to the provisions of Article 23(2) of Directive 2014/65/EU (the "MiFID II").

VII. Record keeping

The Company keeps and regularly updates a record of investment or ancillary services or investment activities carried out by or on behalf of the Company in which a conflict of interest entailing a material risk of damage to the interests of one or more clients has arisen or, in the case of an ongoing service, may arise. The documentation, including among others the following, shall be maintained for a minimum period of 5 (five) years:

1. this Policy, including any functional variations if applicable;
2. Conflicts of interest registry;
3. details of any review work carried out (including any decisions made on conflicts management);
4. any other documentation used to demonstrate the management of conflicts of interest.

VIII. Policy Updates

The Company reserves the right to review and/or amend this policy and arrangements from time to time. In the event we materially change this policy, including how it collects, processes or uses your personal information, active Clients will be notified as in accordance with the Company's [Terms and Conditions](#).

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Any queries about this policy's application in relation to any aspect of conflicts of interest should be directed to the Compliance Officer at support@capital.com.

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Annex 1 - Definitions

"**CFDs**" shall mean Contract for Difference.

"**CIF**" shall mean a Cyprus Investment Firm.

"**Client(s)**" or "**you**" shall mean the natural person or legal entity or the union of persons or group of assets devoid of legal personality who are clients of Capital.com.

"**Company**" or "**we**" or "**Capital Com**" or "**Capital.com**" shall mean Capital Com Group Ltd.

"**Cyprus Securities and Exchange Commission**" or the "**Commission**" or the "**CySEC**" shall mean the Cyprus Securities and Exchange Commission.

"**Del. Regulation 565**" shall mean the Delegated Regulation (EU) 2017/565 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive

"**IOM**" shall mean the Internal Operations Manual of the Company.

"**KOs**" shall mean Knock Out Options.

"**Law 87(I)/2017**" shall mean the Investment Services and Activities and Regulated Markets Law of 2017.

"**MiFID II**" or "**Markets in Financial Instruments Directive (2014/65/EU)**" shall mean the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on Markets in Financial Instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, as the same may be in force from time to time and modified or amended from time to time.