

## INTRODUCTION

We provide here a summary of the policy we maintain in order to manage conflicts of interest in respect of the duties we owe to our clients. This applies from 6 May 2019.

## GENERAL

A conflict of interest can arise between IG Bank S.A., our directors and staff and fellow group companies and associates ('us') and you as a client or between your interests and those of another client of ours. Conflicts can also arise as a result of inducements from or to third parties.

We aim to establish and maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps to prevent conflicts of interest from constituting or giving rise to a material risk of damage to the interests of our clients.

## OUR POLICY

We aim to keep a record of the kinds of activity we carry on in which a material conflict could arise or has arisen, and, in doing so we take account of the activities of other members of our group of companies. We also maintain procedures to manage actual or potential conflicts. This includes procedures to maintain appropriate independence between members of our staff who are involved in different activities, for example, through the operation of information barriers, physical separation of staff, the segregation of duties and responsibilities and maintenance of a policy of independence which requires our staff, when providing services to a client, to act in the best interests of the client and to disregard any conflicts of interest; and, in some circumstances declining to act for a client or potential client.

## CIRCUMSTANCES THAT CAN GIVE RISE TO A CONFLICT

A conflict of interest may arise where IG Bank S.A. or a relevant person (for example, an employee):

- is likely to 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 the client's interest in that outcome;
- has a financial or other incentive to favour the interest of another client or group of clients over the interests of the client;
- carries on the same business as the client; or
- 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.

For a conflict to arise IG Bank S.A. or linked person must benefit and there must be a possible disadvantage to a client.

## DISCLOSURE: GENERAL

Where our arrangements to manage conflicts are not or cannot be sufficient to be reasonably confident that risks of damage to a client's interest will be prevented we will disclose in our Customer Agreement or elsewhere the general nature and/or sources of conflicts before carrying on business for the client. This is to allow the client to consider whether to ask for more information and whether to continue with the service. Clients may at any time either before or after opening an account request further details about our conflicts policy.

## GIFTS AND HOSPITALITY

We do not prohibit our staff from receiving small gifts and minor hospitality from other parties with which we do business but only where in the opinion of a director or senior manager it is at a level that is not lavish or excessive and only where it will not impair our duty to act in the best interests of our clients or other legal or regulatory obligations.