GT INVESTMENT SERVICES LTD

CONFLICTS OF INTEREST POLICY

September 2026

v.5

Introduction

GT Investment Services Ltd ("the Company") operating under the trading name FXGT.eu, is a Cyprus Investment Firm ("CIF") registered with the Registrar of Companies in Cyprus with number HE 389575 and regulated by the Cyprus Securities and Exchange Commission ("CySEC") with license number 382/20 (hereinafter called, the "Company").

The Company is not authorised to provide the investment services of 'portfolio management' and 'investment advice', therefore the Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector, as amended (the "SFDR"), as well as any relevant applicable regime is not applicable for the Company and its products.

This Conflicts of Interest Policy ("the Policy") is provided to you (our Client or prospective Client) in accordance with:

- Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as amended from time to time ("MiFID II");
- the Law 87(I)/2017 regarding the provision of investment services, the exercise of investment activities, and the operation of regulated markets and other related matters, as amended from time to time (the "Law");

In compliance with these regulations, the Company is committed to act honestly, fairly and professionally and in the best interests of its clients and to take all reasonable steps to identify, manage, and prevent conflicts of interest, when providing investment services and other ancillary services related to such investment services.

1. Purpose

The purpose of this Policy is to set out the Company's approach in identifying, preventing and managing conflicts of interest which may arise during the course of its normal business activities. The Company aims to identify, monitor and manage all actual and potential conflicts of interest that can and/or may arise between its personnel and clients and any person directly or indirectly associated with the Company. In addition, this document identifies circumstances which may give rise to a conflict of interest.

The Company has taken all sufficient steps to identify and prevent or manage conflicts of Interest which may arise between the Company, including its directors, managers, employees

and any person directly or indirectly linked to the Company and its Clients or between one Client and another that arise in the course of providing any investment and ancillary services, or combinations thereof, including the Company's own remuneration scheme and other incentive structures.

Therefore, this Policy sets out the necessary procedures, controls and practices in place to ensure that any Conflicts of Interest are identified and prevented or adequately managed. If the steps taken by the Company to prevent or manage or mitigate conflicts of interest from negatively affect the interest of its Clients are not sufficient, the Company shall clearly disclose to the Client through durable medium (see section 7), the general nature and sources of conflicts of interest as well as the risks to the Client and all the remedial actions taken to mitigate those risks before undertaking business on its behalf.

The Policy applies to all directors, employees and any persons or services outsourced directly or indirectly linked to the Company which may affect the interest of the Clients or potential Clients (hereinafter called "related persons") and refers to all interactions with Customers.

2. General Identification of Conflicts of Interest

When the Company deals with or on behalf of the Client, the Company, an associate, or some other person connected with the Company, may have an interest, relationship or arrangement in relation to the transaction concerned or that conflicts with the Client's interest.

The Company hereby identifies and discloses a range of situations and circumstances which may give rise to a conflict of interest and potentially but not necessarily be detrimental to the interests of one or more Clients.

This Policy refers to all interactions with all clients and applies to any of the following persons (hereinafter referred to as the "**Relevant Persons**"):

a. A director, partner or equivalent, manager or tied agent (if any) of the Company;

b. A director, partner or equivalent or manager of the tied agent (if any) of the Company;

c. An employee of the Company;

d. Any other natural person or tied agent (if any) whose services are placed at the disposal and under the control of the Company and who is involved in the provision by the Company of regulated activities; and

e. A natural person or tied agent (if any) who is directly involved in the provision of services to the Company under an outsourcing arrangement for the purpose of the provision by the Company of investment services and activities.

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:

(a) The Company or a relevant person is likely to make a financial gain, or avoid a financial loss, at the expense of the Client
(b) 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 district from the Client's interest in that outcome
(c) 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
(d) The Company or a Relevant Person carries on the same business as the Client
(e) 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
(f) The Company provides a service to a Client and the Company has a material interest in the transaction
(a) The Company may act as principal for the Client in relation to the transactions
(b) The Company is the sole execution Venue for the execution of the Clients' orders, therefore, any opened position in a financial instrument with the Company may be closed with the Company
(c) 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.
(d) The Company may be advising and providing other services to associates or other Clients of the Company who may have interests in Financial Instruments or Underlying Assets, which are in conflict or in competition with the Client's interests.
(e) 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.
(f) The Company may receive commissions and/or other inducements from its Liquidity provider for the transmission of Client Orders.
(g) 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.
(h) Has a financial or other incentive to favour the interest of another Client or group of Clients over the interests of the Client.
(i) The Company may have relationships with many third-party product providers/financial institutions who may remunerate the Company via inducements/commissions/fees and the Company may favour one over another in the recommendation process if higher inducements/commissions/fees are provided.

(j) The Company or a Relevant Person may receive or pay inducements to or from third parties due to the referral of new Clients or Clients' trading in the form of monies, goods or services, other than the standard commission or fee for that service.
(k) The Company may be matching the Client's Order with that of another Client by acting on such other Client's behalf as well as on the Client's behalf.
(l) The Company trades its proprietary positions and at the same time has knowledge of Client's future transactions via stop limit orders, as applicable.
(m) The Company is the counterparty to its Clients positions (i.e. act as Principal) and therefore stands to profit if the Client loses.

It should be noted that the above circumstances, which constitute or may give rise to a conflict of interest, are not necessarily detrimental to the interests of Clients.

3. Procedures and Controls for Preventing and Managing Conflicts of Interests

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

(a) Procedures and measures to monitor its execution arrangements in order to ensure the best possible result when executing its Clients' orders, which are set out in the 'Best Interest and Order Execution Policy' on the Company's website, under the *Legal Documents and Disclosures* section: https://fxgt.eu/legal/
(b) 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.
(c) 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.
(d) 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.
(e) 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.
(f) Measures to prevent or control the simultaneous or sequential involvement of a Relevant Person in separate investment services where such involvement may impair the proper management of conflicts of interest. Such measures include, but are not limited to, the following:
    - A "need-to-know" policy governing the dissemination of confidential or inside information within the Company.
    - 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.
- Personal account dealing requirements applicable to Relevant Person in relation to their own investments.
- A gifts and inducements log registering the solicitation, offer or receipt of certain benefits
- The prohibition of external business interests conflicting with the interests of the Company as far as the Company's officers and employees are concerned unless prior Board approval is obtained.

(g) A policy designed to limit the conflict of interest arising from the giving and receiving of inducements.

(h) Appointment of Internal Auditor to ensure that appropriate systems and controls are maintained and report to the Company's Board of Directors.

(i) Establishment of the "four-eyes" principle in supervising the Company's activities.

(j) 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.

(k) 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.

(l) Advises/recommendations on transactions are prohibited.

(m) Staff members are forbidden to accept gifts, promotions, discounts or any other monetary or benefit in kind from Clients, third parties or from any person that cannot be regarded as justifiable, which may create conflicts of interest.

(n) Gifts of low value to Relevant Persons may be accepted after approval from the Company.

(o) 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 all together.

(p) Procedures designed to limit the conflict of interest arising from the giving and receiving of inducements unless designed to enhance the quality of service provided to Clients. An example of an inducement arrangement designed to enhance the quality of service is the Company's referring fees programs.

(q) Effective procedures to ensure that the persons that produce marketing communications and/or marketing material comply will all provisions of this Policy in relation to conflict of interests that may arise from the performance of their duties.

(r) Before the publication of marketing communications and/or marketing material, they are being reviewed for the purposes of verifying the accuracy of factual statements or for ensuring that they are in line with the Company's marketing guidelines and requirements.

(s) The Company maintains and regularly updates the Conflicts of Interest register, ensuring that all conflicts of interest arising from the provision of investment and ancillary services by or on behalf of the Company are documented. This process helps identify and manage any risks that could potentially harm the interests of Clients.

(t) The Company continuously monitors its business activities to ensure that internal controls to prevent or manage conflicts of interest are appropriate.

The Compliance Department shall be responsible for identifying and managing potential conflicts of interests and reporting directly to the Board of Directors and Senior Management in relation to the latter. The Compliance Department shall also update the relevant internal procedures and ensure compliance with such procedures.

4. Assessment and Identification of Potential Conflicts of Interest

The Company is constantly assessing its business and organisational arrangements including best execution arrangements, inducement practices, remuneration practices and research/marketing communication procedures, where applicable, to ensure that all likely conflict of interest situations are identified regardless of materiality. The Company has identified the following circumstances which may give rise to a conflict of interest entailing a risk of damage to the interests of one or more Clients, as a result of providing investment services:

a. Remuneration of staff

The Company has established, implemented, and maintains remuneration policies and practices that comply on the one hand with the requirements of section 24 of the Investment Services and Activities and Regulated Markets Law (87(I)/2017of 2017), as in force ('the Law') in relation to conflicts of interests and on the other hand, with the conduct of business rules set out in section 25 of the Law. Moreover, the remuneration policies and practices of the Company is consistent with: (a) Circular C031 of CySEC concerning the guidelines on remuneration policies and practices and (b) the questions and answers 2 and 3 of Chapter 2 of ESMA/2016/904, 'Questions and Answers – Relating to the provision of CFDs and other speculative products to retail investors under MiFID' of 1st June 2016.

The Company when designing or reviewing its remuneration policies and practices it considers the conduct of business and conflicts of interest risks that may arise and takes reasonable measures to avoid or manage them appropriately and efficiently.

The Company's remuneration policies and practices, inter alia, have been designed in such a way so as not to create incentives that may lead persons to favor their own interests, or the Company's interests, to the potential detriment of clients.

The Company in accordance with its governing legislation does not remunerate its employees based on any factors that create conflicts of interest or are not in favor of the best interest of its Clients. Senior management is responsible for reviewing employee remuneration and determining appropriate remuneration to ensure alignment with regulatory requirements and the protection of Clients' interests

b. Related Parties/ Outsourced service providers

As part of this assessment, the Company recognizes that outsourcing and relationships with related parties can present potential conflicts of interest that may harm Client interests. To mitigate such risks, the Company has implemented the following measures:

(i) The Company has in place non-disclosure and confidentiality agreements with all related parties, outsourced service providers or members of the group in relation to Client's personal information;
(ii) The Company controls the information communicated between the Company's entities, related parties and outsourced service providers to ensure no harm to the Client's interests;
(iii) The Company maintains a register of all the related party/outsourced provider payments made and assesses them in terms of Conflicts that may negatively affect Client's interests. Where relevant these conflicts are disclosed in this Policy along with the mitigating factors applied to ensure the removal of any incentives for malpractice;
(iv) The Compliance Function has in place monitoring procedures for the services provided by related parties and outsourced service providers.
(v) The Company ensures, through transaction monitoring, that it does not derive financial gains or avoid financial losses at the expense of related parties. Additionally, the Company avoids any interests, relationships, or arrangements that are material to the concerned transaction. If the Company is unable to manage potential conflicts of interest with related parties, it will disclose such conflicts before executing orders.
(vi) Deposits, withdrawals, trading conditions, and fees applicable to related parties are governed by agreements signed between the Company and the relevant parties. The Company ensures that related parties are never disadvantaged in their dealings and that agreements follow the same standard terms and conditions applied to all Clients.
(vii) Senior Management ensures that neither management members nor individuals involved in transactions with related parties exploit these relationships. The Compliance Officer is responsible for ensuring employees understand and follow the procedures related to dealings with related parties.

5. Client's Consent

By entering into a Client Agreement with the Company for the provision of Investment Services, the Client agrees and fully accepts all conditions of this Conflict of Interests 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 inform the Client.

6. Disclosure of Information

Where a conflict of interest arises, the Company will take all reasonable steps to manage or mitigate the conflict. If these measures prove insufficient, the Company will disclose the conflict to the Client before proceeding with any investment business. However, if the Company determines that disclosure alone is not adequate to manage the conflict, it may choose not to proceed with the transaction or activity in question.

The Company emphasizes that disclosure of conflicts of interest is a measure of last resort, to be employed only after all reasonable efforts to prevent, avoid, or mitigate the conflict through organisational and administrative measures have been exhausted. If, during a business relationship with a Client or group of Clients, existing arrangements are deemed insufficient to ensure the conflict is properly addressed, the Company will inform the Client before continuing business. This ensures transparency and safeguards the Client's interests where preventive measures cannot provide reasonable confidence in conflict resolution.

The relevant disclosure will:

a. be in a durable medium,
b. clearly state that the organisational and administrative arrangements established by the Company to prevent or manage the conflicts are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of the Client will be prevented,
c. include a specific description of the conflicts of interest that arise in the provision of investment services and ancillary services,
d. explain the risks to the Client that arise as a result of the conflicts of interest and the steps undertaken to mitigate these risks, and
e. include sufficient detail, taking into account the nature of the Client, to enable the Client to make an informed decision with respect to the services in the context of which the conflict of interest arises.

If a Client decides not to go ahead with the service due to the conflict disclosed, the Company will have no choice but to decline the provision of services if the conflict cannot be effectively managed.

The Company reserves the right to assess and periodically review, at least annually, and, if necessary, amend this Policy and arrangements.

7. Record Keeping

The Company maintains and regularly updates its Conflict of Interest Policy. The policy is created and maintained by the Compliance Officer, which also keeps a Conflict of Interest Registry, where it logs all the conflicts of interest that may arise as a result of the provision of investment and ancillary services by or on behalf of the Company and it may entail a risk of damage to the interests of one or more Clients. The Senior Management of the Company is notified on a frequent basis, and at least annually, of the contents of the conflicts of interest registry.

The following documentation shall be maintained for a minimum period of 5 (five) years:

a. this policy, any functional variations if applicable;
b. Notifications made by employees;
c. Conflicts of interest registry;
d. details of any review work carried out (including any decisions made on conflicts management), and;
e. any other documentation used to demonstrate the management of conflicts of interest.

8. 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@fxgt.eu