

## **CONFLICT OF INTEREST PREVENTION AND MANAGEMENT POLICY OF EXPERT TIMING SYSTEMS INTERNATIONAL EAF, S.L.**

The regulation at European level which came into force on 1st November 2007 establishes that financial entities that offer investment services must adopt a policy to halt and manage Conflicts of Interest that may arise at the moment of providing any investment or auxiliary service, or a combination of such, between the entity itself and its clients, or between different clients. The following is a summary of the Conflict of Interest Prevention and Management Policy adopted by EXPERT TIMING SYSTEMS INTERNATIONAL, EAF, S.L. (hereinafter “ETS”) to deal with conflicts that may arise when performing its activity.

### **MEASURES FOR PREVENTION AND MANAGEMENT OF CONFLICTS OF INTEREST**

In order to detect and manage situations of real or potential conflicts of interest and to avoid such situations from arising or, in the event of this not being possible, to adequately manage these pursuant to the terms set forth in the MiFID regulations, ETS has recorded a set of measures for their prevention and adequate management in its Policy.

The following may be emphasised among the measures considered, according to the nature and relevance of each of the situations of potential conflict detected:

General and specific guidelines of action that prohibit certain conduct (such as disclosing clients' operations to other clients) or that provide criteria to resolve such situations (such as, for example, the general principle of priority of the client's interests).

Measures aimed at preventing or limiting any employee from exerting inadequate influence over the way another employee or department performs investment services or activities.

Measures aimed at preventing or controlling simultaneous or consecutive participation by an employee in diverse investment or auxiliary services or activities, when such participation harms the clients' interests.

Procedures and measures, adapted to each specific case, aimed at preventing or controlling that information exchange between people or departments that perform activities involving a relevant interest of Conflict of Interest do not harm the clients' interests.

Specific measures for employees who participate in preparing investment reports aimed at guaranteeing their autonomy and objectiveness.

## **PROCEDURES FOR ACTION TO RESOLVE OTHER CONFLICTS OF INTEREST**

Due to the variety of situations that may be considered to give rise to possible conflicts of interest, ETS has defined a specific procedure for action to ensure resolution of the situations of conflict that arise in the ordinary course of their activity and that it has not been possible to prevent.

ETS shall keep an up-to-date record of Conflicts of Interest that have arisen or that occur continuously, so these may be analysed and subsequently managed.

Ultimately, when the measures adopted by ETS to manage a specific conflict of interest are not sufficient to guarantee, with reasonable certainty, that the risks of harm to the interests of the client will be prevented, ETS shall inform it of the general nature or origin of the conflict of interest before acting on its account, so the client may make the decision it may deem most convenient regarding the service provided or offered.

In all cases, the clients are informed that it is foreseen for the Company to receive rebates from financial institutions for contribution to their business.

These are institutions of recognised solvency and prestige that guarantee swift, secure contracting, as well as the quality of the service by Administration and Back-Office.

Those entities provide EAF's clients platforms for trading operations.

It is the client who ultimately decides through which entities to trade.

That operating method ultimately enables the client to bear lower brokerage fees.

A priori, ETS does not know which products will provide it greater or lesser rebates for its advisory work.

Ultimately, the existence of such incentives shall depend on the type of service finally subscribed by ETS' client, pursuant to the agreement signed and the applicable fees in force.

CLIENT:

Signed: \_\_\_\_\_

National Id. Card No.: \_\_\_\_\_

Date: \_\_\_\_\_