

ACCESS POLICY

- a) This policy will govern all dealings between us and the applicant client ('you', 'your', 'yours' and 'yourself' as appropriate), during the application process. Once you open an account with us, your dealings with us will be governed by the applicable client agreement for that account type.
- b) In return for us granting you access to the Electronic Trading Services, you agree to the following terms. For the purposes of this policy, 'Electronic Trading Services' means any electronic services (together with any related software or application) accessible by whatever means we grant you access to or make available to you either directly or through a third party service provider.
- c) You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into any computer hardware, software, applications, equipment or network facilities you use to access our Electronic Trading Services.
- d) We and our licensors (as the case may be) will retain the intellectual property rights in all elements of the software and such software and databases contained within our Electronic Trading Services and you will not in any circumstances obtain title or interest in such elements.
- e) With respect to any market data or other information that we or any third party service provider provide to you in connection with your use of any Electronic Trading Services, you agree that:
 - 1) we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect;
 - 2) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information;
 - 3) you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by applicable regulations or as agreed by us;
 - 4) you will use such data or information solely in compliance with the applicable regulations and this policy; and
 - 5) we may at our absolute discretion remove your access to market data at any time.
- f) No one other than a party to this policy, their successors and permitted assignees shall have any right to enforce any of its terms.
- g) This policy and all our dealings with you are in all respects governed by the laws of the DIFC, and the Courts of the DIFC will have exclusive jurisdiction to settle any disputes that may arise in relation thereto.

CONFLICTS POLICY

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.

A conflict of interest can arise between PhillipCapital (DIFC) Private Limited, the directors and staff of company ('us') and you as a client or between your interests and those of another client of ours.

We aim to establish and maintain and operate effective organizational 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.

We 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.

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 aim to disclose 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.

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.