



Lunaro Markets Limited

Conflict of Interest

Contents

Lunaro Markets Limited.....	1
1. Introduction	3
2. Scope of Policy.....	3
3. Identification of Conflict of Interest.....	4
4. Managing Conflict of Interest.....	4
5. Disclosure.....	8
6. Contact Information.....	8
Annexure: I.....	9

1. Introduction

This Conflict of Interest Policy (the 'Policy') outlines the manner in which Lunaro Markets Limited (referred to as 'Lunaro', 'Lunaro Markets', the 'Firm', 'Us', 'We'), where applicable, identifies, manages, mitigates or controls any possible conflicts of interest which may arise, during the course of a client's business relationship with Lunaro.

For your benefit and protection, please ensure that you take sufficient time to read this Policy and any other additional documentation and information available to you via our website, prior to opening an account and/or carrying out any activity with us.

We take all the sufficient steps to obtain the best possible result for our clients in relation to trading financial instruments. We would also like to provide appropriate information to you about our Policy. Please note that you provide your consent through the Account Opening Application, wherein the client confirms that they have read, understood, and accepted the "Terms and Conditions, Privacy Policy, Risk Disclosure, Conflict of Interest Policy, Order Execution Policy, and FATCA & CRS Regulations, including any applicable fees, charges, and account terms." The client further acknowledges their ongoing responsibility to review and comply with the account agreement and any subsequent updates or amendments.

2. Scope of Policy

This Policy has been prepared in regard with the applicable legislation of the Abu Dhabi Global Market ('ADGM') Financial Services Regulatory Authority ('FSRA'), including: the Conduct of Business Rulebook ('COBS') Rule 3.5; the General Rulebook ('GEN') Principle 7 and GEN Rules 3.3.21 to 3.3.24; and the Financial Services and Markets Regulations ('FSMR'). Lunaro must take reasonable steps to ensure that conflicts and potential conflicts of interest between Lunaro and its Clients and between one Client and another are identified and then prevented or managed in such a way that the interests of a Client are not adversely affected and to ensure that all our Clients are fairly treated and not prejudiced by any such conflicts of interest. The Firm's aim is to take all reasonable steps to implement or maintain any arrangements, which will identify and manage such conflicts. These arrangements include maintaining a Conflict of Interest Register which is updated and reviewed at least annually by the Compliance Officer. The Policy applies to all directors; employees and any persons directly or indirectly linked to the Firm (hereinafter called 'related persons') and refers to all interactions with all clients.

Lunaro is committed to act transparently fairly and professionally, and in the best interest of its clients and in regard with applicable ADGM FSRA legislation when providing relevant financial services to its clients. This Policy may be amended from time to time. Any amendment to this Policy shall be deemed to be accepted by you after the date on which the amendment to this Policy is published on our Website. It is your responsibility to ensure that you have the most updated version of this Policy which is reflected on the firm's website.

For any capitalised term, which has not been defined herein, please refer to 'Client Agreement' and any other relevant documents on Lunaro's website (www.lunaro.com).

3. Identification of Conflict of Interest

For the purposes of identifying the types of conflict of interest that may arise during the course of the business relationship between Lunaro and the client. It is the obligation of the Firm to take into account (as a minimum) whether:

- i. the Firm and/or relevant person is likely to make a financial gain, or avoid a financial loss, at the expense of the Client;
- ii. the Firm and/or 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 distinct from the Client's interest in that outcome;
- iii. the Firm and/or 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;
- iv. the Firm and/or relevant person carries on the same business as the Client;
- v. the Firm and/or relevant person receives and/or pays 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.

Examples of Conflicts of Interests:

- i. Conflicts of interest may arise in a number of situations, including the below:
 - Lunaro is acting as principal to client trades, and has an interest opposite to the interest of its clients;
 - Lunaro provides to its clients' market commentaries and technical analysis;
 - the Firm may pay commission (or other related fees) to a third party as a result of your introduction to the Firm.
- ii. You may also refer to 'Annexure 1', for details on how the above examples of conflicts of interest are managed by Lunaro to ensure that there is no detriment to the interest of clients.

4. Managing Conflict of Interest

- 4.1 The Firm establishes, implements and maintains an effective conflict of interest policy. Where a conflict of interest arises the Firm endeavors to manage such a conflict promptly and fairly.
- 4.2 The Firm maintains effective procedures to manage identified conflicts of interest. The Firm also undertakes ongoing monitoring of business activities to ensure that internal controls are appropriate. Where the Firm becomes aware of a conflict or potential conflict of interest, it must prevent or manage that conflict by using appropriate arrangements.

4.3 In general, the procedures and controls that the Firm follows regarding conflicts of interest include the following measures:

- 4.3.1 The Firm implements effective procedures to prevent or control the exchange of information between relevant people engaged in activities involving a risk of conflict of interest. Relevant people who are privy to confidential client information in their capacity as an employee of the Firm are strictly prohibited from sharing such information with any third party or using it in any personal capacity.
- 4.3.2 Where a conflict of interest is identified, the Firm will disclose it to the affected Client in writing, either generally or in relation to a specific account or transaction, with sufficient detail to enable the Client to make an informed decision before proceeding.
- 4.3.3 The Firm maintains additional supervision of relevant persons whose principal functions involve carrying out activities on behalf of, or providing services to, Clients whose interests may conflict. Where a relevant person is identified as having a conflict, they shall abstain from participating in any related trading activities, decisions, or client interactions, and an independent person or team shall be appointed to handle such activities on behalf of the Firm.
- 4.3.4 The Firm removes any direct link between the remuneration of relevant people principally engaged in one activity and the remuneration of, or revenues generated by, relevant persons principally engaged in a different activity, where a conflict of interest may arise. No relevant person with a declared conflict shall receive any benefit, direct or indirect, from the activity to which the conflict relates.
- 4.3.5 The Firm ensures that no person can pressure or unduly influence an employee into acting in a manner that benefits that person rather than the Client. Where an employee has a declared conflict of interest, any related trading activity or account change shall require the explicit prior approval of the CEO before it is carried out.
- 4.3.6 The Firm ensures that no employee is simultaneously involved in two roles or activities where that involvement could give rise to, or impair the management of, a conflict of interest. Where an employee holds a personal interest or position in an external entity that holds or intends to open an account with the Firm, that employee shall have no involvement in managing or executing any activity related to that account.
- 4.3.7 The Firm ensures that all disclosures made to Clients are clear, fair, and not misleading. Access to Know Your Customer files and related client information shall be restricted to authorized personnel only and shall not be accessible to any relevant person with a declared conflict. Any unauthorized access or breach shall be subject to immediate investigation and disciplinary action.
- 4.3.8 The Firm conducts a review of its conflict of interest measure at least annually. The Compliance Officer is responsible for ensuring adherence to all applicable policies, regulations, and internal procedures.

4.4 In addition to the controls set out in Section 4.3, the Firm has established the following specific internal policies and initiatives to prevent conflicts of interest:

- 4.4.1 The Firm ensures that confidential information is accessible only to those people who require it for the performance of their duties and that no relevant person with a declared conflict has access to information beyond the scope of their permitted role.
- 4.4.2 Information barriers, commonly referred to as Chinese walls, restricting the flow of confidential and inside information within our Firm;
- 4.4.3 A remuneration structure that ensures remuneration methodologies do not compromise the Firm's duty to act in the best interests of Clients, or the independence and objectivity of the Firm's control functions. No relevant person shall receive remuneration, rebates, or any other financial benefit that is linked to or derived from an activity in relation to which they have a declared conflict.
- 4.4.4 Personal account dealing requirements applicable to all relevant people in relation to their own investments, as set out in the Firm's Personal Account Dealing Policy. All relevant people shall disclose all brokerage accounts held in securities and markets in which the Firm operates to the Compliance function.
- 4.4.5 Any gift, hospitality, and other inducements that could reasonably be perceived as creating or increasing a conflict of interest must be reported promptly to the Compliance Officer and recorded in Lunaro's Gifts and Entertainment Register.
- 4.4.6 Establishment of the four-eyes principle in supervising the Firm's activities, requiring that all significant decisions, transactions, and account changes are reviewed and approved by at least two authorised people.

4.5 Conflict of Interest Register

- 4.5.1 The Compliance Officer is responsible for maintaining a Conflicts Register that records:
 - (a) each identified conflict or potential conflict;
 - (b) the relevant parties involved;
 - (c) the mitigation measures in place; and
 - (d) the date of identification and date of last review.
- 4.5.2 The Conflicts Register must be reviewed at least annually and whenever a material change to the Firm's business model, products, or personnel occurs.
- 4.5.3 Conflicts that cannot be adequately managed through the measures in Section 4 must be escalated to the Compliance Officer and, where appropriate, to the Senior Executive Officer (SEO). Where disclosure to the affected Client is required, that disclosure must be made in accordance with Section 5 before the relevant service or transaction proceeds.

4.6 Personal Account Dealing

- 4.6.1 All Employees and relevant persons of Lunaro are subject to personal account dealing restrictions set out in Lunaro's Personal Account Dealing Policy (internal document).
- 4.6.2 Key requirements include:
- (a) Having Chinese walls and where required pre-clearance of personal account transactions in instruments in or related to Lunaro's product range;
 - (b) account would be only opened or dealing with other provider subject to MLRO and SEO approval
 - (c) prohibition on dealing while in possession of material non-public information; and
 - (d) mandatory reporting of personal holdings on joining the Firm and annually thereafter or anytime when this is changed.
- 4.6.3 The Compliance Officer monitors compliance with the Personal Account Dealing Policy and reports any breaches to the Senior Executive Officer (SEO) / Board periodically.

4.7 Training, Gifts and Entertainment

- 4.7.1 Upon commencement of employment of any individual or engagement, all employees and relevant persons shall complete formal training on this Policy and on the identification and management of conflicts of interest. Annually thereafter, each employee and relevant person shall sign a Conflicts of Interest Declaration confirming their understanding of this Policy, disclosing any actual, potential, or perceived conflicts known to them, and confirming that no conflicts remain undisclosed.
- 4.7.2 The Firm's Gifts and Entertainment Policy governs the giving and receiving of gifts, hospitality, and other benefits by all employees and relevant persons. No employee or relevant person may accept or provide any gift or benefit that could reasonably be perceived as creating or exacerbating a conflict of interest. Any gift or benefit that may give rise to a conflict of interest must be reported promptly to the Compliance Officer, who shall record it in the Conflicts of Interest Register and determine whether any mitigation or disclosure is required.
- 4.7.3 The Compliance Officer shall report on all conflicts of interest matters (if applicable) to the Board at each quarterly Board meeting. In any situation where a material or unresolvable conflict arises between scheduled Board meetings, the Compliance Officer shall escalate the matter to the SEO promptly for immediate consideration and direction.

5. Disclosure

5.1 Disclosure to a Client is not a substitute for having proper conflict management arrangements in place. Where the Firm determines that its internal arrangements are insufficient to adequately protect a client's interests, it will disclose the nature and source of the conflict to the Client in writing, with sufficient detail and in sufficient time for the Client to make an informed decision before the relevant service or transaction proceeds.

5.2 Where the Firm determines that disclosure alone is not sufficient to manage the conflict, Lunaro may choose not to proceed with the transaction or matter giving rise to the conflict.

5.3 This Policy is reviewed and approved at least annually by the Compliance Officer and SEO and updated as required. The Firm reserves the right to amend this Policy at any time and will notify Clients of any material changes prior to their taking effect.

6. Contact Information

Any questions relating to this Policy should be addressed, in first instance, to our Customer Support Department at cs@lunaro.com

You may also contact our Compliance Department at compliance@lunaro.com

Annexure: I

Conflict	Description	Mitigation
Model of Execution	Lunaro acts as principal, which means that it may profit from Clients' losses. It is the Clients' sole counterparty and/or execution venue.	Lunaro maintains two separate dealing desks, an execution only desk responsible for ensuring our best execution obligations towards clients are met and a proprietary dealing desk for managing Lunaro's own exposure by acting as principal. The Execution desk maintains automated processes ensuring fairness of price and speedy execution. Both Execution and Proprietary desks are physically segregated and monitored through Surveillance tools on a number of metrics such as speed, price of execution, market abuse and slippage. The compliance department performs independent checks of the execution arrangements in place. Finally, staff of the execution department are remunerated based on parameters relevant to best execution and there is no link of their remuneration with the management of the exposure from clients' trades.
Retail vs Professional Client Differential Treatment	Where Lunaro serves both Retail and Professional Clients, there is a risk that the interests of these groups diverge, e.g. in pricing, access to products or execution.	Lunaro treats all clients in the same manner for execution purposes and serves in best interest of its clients at all time. Any differential in pricing or product access is disclosed clearly at onboarding.
Market commentaries and technical analysis	Lunaro operates as an execution-only broker and does not provide investment advice or personal recommendations to any of its existing or any potential clients. Any market commentaries and technical analysis made available to clients, whether prepared internally or sourced from third parties, are provided for informational purposes and at times for educational purposes only.	Commentaries and technical analysis are prepared and disseminated by separate department with relevant market knowledge or access to information relating to individual client positions or activity. The remuneration of individuals responsible for preparing such content is not linked to the Firm's trading profitability or to client trading outcomes. . The client acknowledges and agrees that any decision to trade is made solely on the basis of their own judgement and at their own risk, and that the Firm bears no responsibility for any trading decision taken in reliance on market commentary or technical analysis provided by or through the Firm.

<p>Clients referred to Lunaro by Introducers</p>	<p>Lunaro allows intermediary parties to refer clients to Lunaro. Under the terms of a typical referral agreement, introducers are compensated for the clients they refer, usually in the form of rebates. Other remuneration arrangements may exist between the Firm and the introducer.</p>	<p>The Firm engages with third-party Introducers strictly on the basis of a formal written agreement, entered into only following satisfactory completion of the Firm's due diligence process. The scope of an Introducer's permitted activities is expressly limited under such agreement to the dissemination of marketing material relating to the Firm for the sole purpose of client introduction. Any activity falling outside this defined scope is prohibited and shall be treated as a material breach of the agreement. Any inducements paid to introducers do not increase the cost and charges to clients. Where this is not the case, clients are informed and are required to provide their written consent.</p>
--	---	--