

**POLICY OF ACTING IN THE BEST INTEREST OF THE CLIENT**  
**NUNTIUS BROKERAGE & INVESTMENT SERVICES S.A. POLISH BRANCH**

**§ 1**

1. The Policy has been developed and implemented in order to carry out obligations under the Act and Regulation and ensure high standards of brokerage services to its Clients.
2. The Policy defines principles of Nuntius in dealing with the Clients in connection with the provision of services of reception and transmission of orders to purchase or sell financial instruments.
3. Following terms thereafter means:

<b>Client</b> –	the natural person to whom Nuntius provides brokerage services;
<b>Nuntius</b> –	the Nuntius Chrimatistiriaki Anonimos Eteria Parochis Ependitikon Ipiresion Spółka Akcyjna Oddział w Polsce (Nuntius Brokerage & Investment Services S.A. Polish Branch) ;
<b>Policy</b> –	this Policy of acting in the best interest of the client Nuntius Chrimatistiriaki Anonimos Eteria Parochis Ependitikon Ipiresion Spółka Akcyjna Oddział w Polsce (Nuntius Brokerage & Investment Services S.A. Polish Branch) ;
<b>Regulation</b> –	the Regulation of the Minister of Finances of 24 September 2014 on conditions of conduct of investment companies, banks referred to in art. 70 section 2 of the Act on Trading in Financial Instruments and custodian banks;
<b>Act</b> –	the Act on trading in financial instruments of 29 July 2005.

**§ 2**

1. Acting in the best interest of the Client is to provide services to the Client in a consent order with the Client, concluded between the Nuntius and the Client agreement, the relevant internal regulations of Nuntius, as well as mandatory provisions of law.
2. In order to provide the service of reception and transmission of orders Nuntius acts on behalf of the Client:
  - a) professionally - providing substantive preparation of Nuntius employees,
  - b) honestly - seeking to perform all obligations to the Client,
  - c) fairly - ensuring uniform treatment of Clients in terms of the service of reception and transmission of orders.

### § 3

1. Nuntius receives and transmits orders for execution only to a single entity, i.e. Safecap Investments Limited.
2. Nuntius receives and transmits orders immediately by order of their reception.
3. Nuntius immediately informs the Client, in a manner approved by the Nuntius for contacts with the Clients, of any material circumstances that can prevent the adoption or transfer order submitted by the Client.
4. Conditions for the reception and transmission of orders, cancellation of orders and instructions for the withdrawal of the orders are governed by an agreement concluded between the Nuntius and the Client.

### § 4

1. Nuntius providing services of taking and transferring orders is obliged to take all appropriate actions in order to obtain the best possible results for the Client, taking into account, accordingly, the following specific condition:
  - a) the price of the financial instrument,
  - b) the costs of complying with the order,
  - c) the time of concluding a transaction,
  - d) probability of the transaction and its settlement,
  - e) the size of the order,
  - f) the nature of the order,
  - g) other aspects having a significant impact on the execution of the order.
2. If the Client described the specific conditions under which the order has to be transferred, the Policy may not apply in the area designated in these specific conditions. In online trading, Clients themselves always specify the conditions of their orders.
3. Regardless of the section 2 above, Nuntius shall deploy efforts to comply with the Policy provisions to the fullest possible extent for such order.
4. Nuntius stipulates that in the case of transmission of orders for execution only to a single entity, Nuntius may have a limited impact on the specific conditions set out in section 1 above.

### § 5

In order to protect the interest of the Client, in the event of extraordinary circumstances, it may be necessary to derogate from the provisions of the Policy. The Client will be informed of any such derogation and the consequences resulting therefrom.

## **§ 6**

In order to ensure whether Nuntius made service in accordance with the Policy, Client might demand from Nuntius a written request for information on how Nuntius abided by its obligations to act in the best interest of the Client.

## **§ 7**

1. Nuntius informs its Clients of any substantial change in the Policy in time which allows the Client to terminate the contract before the amendments to the Policy is entered into force. Amendments to the Policy shall be transferred by communication means established with the Client and by posting relevant information on the Nuntius' website. Amendments to the Policy requires consent of the Client.
2. Failure to raise objections by the Client to the content of the Policy or changes therein, Nuntius considers as an acceptance of the changes within 7 days from the date of notification of the amendment.
3. In case of refusal of the content of the Policy, the Client has the right to terminate the agreement before the Policy amendments are entered into the force.

## **§ 8**

In order to examine the adequacy and effectiveness of the Policy, Nuntius shall:

- a) review of the observance of the Policy regulations in annual period of time from the day of the Policy implementation,
- b) update the provisions of the Policy, if on the basis of the review aforementioned point a) a need for change has been recognised.

## **§ 9**

The Policy shall enter into force on 23<sup>rd</sup> of July 2016.