



CONFLICT OF INTEREST POLICY

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INTRODUCTION

TRIVE Financial Services Malta Limited (C 60473), as required under the applicable Standard Licence Conditions, shall take all reasonable steps to identify, prevent, monitor and manage conflicts of interest (and to put in place organisational arrangements for this purpose) in order to prevent them from adversely affecting the interests of the Clients.

For this reason, **TRIVE Financial Services Malta Limited (“TRIVE MALTA”)** will establish, implement and maintain an effective conflicts of interest policy set out in writing as appropriate to the size and organisation of TRIVE MALTA and the nature, scale and complexity of its business.

Definitions

“Client” means a person who is the recipient of a Product or Service or is the purchaser of a Service or Product.

“TRIVE MALTA” means the **TRIVE Financial Services Malta Limited, 5th Floor, The Penthouse, Lifestar, Testaferrata Street, Ta’Xbiex, Malta** and including its managers, employees or any person directly or indirectly linked to TRIVE MALTA by control.

“Relevant person” means any of the following:

- a) a director, partner or equivalent, manager of TRIVE MALTA;
- b) an employee of TRIVE MALTA, as well as any other natural person whose services are placed at the disposal and under the control of TRIVE MALTA and who is involved in the provision by TRIVE MALTA of investment services and activities;
- c) a natural person who is directly involved in the provision of services to TRIVE MALTA under an outsourcing arrangement for the purpose of the provision by TRIVE MALTA of investment services and activities.

“Service” means the following:

Execution of orders on behalf of other persons

- For Retail Clients
- For Professional Clients (including collective investment schemes); and
- For Eligible Counterparties

Reception and Transmission of Orders

- For Professional Clients (including collective investment schemes); and
- For Eligible Counterparties

in relation to the following instruments:

- Transferable Securities.
- Money Market Instruments.
- Units in collective investment schemes.
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments, financial indices or financial measures which may be settled physically or in cash.
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event).
- Options, futures, swaps, and any other derivative contracts relating to commodities, that can be physically settled provided that they are traded on a regulated market, within the meaning of the Financial Markets Act and, or a Multilateral Trading Facility within the meaning of Schedule 1 to the Investment Services Act, 1994 (“ISA”).
- Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled, are not for commercial purposes, are not included in the preceding paragraph, and, which have the characteristics of other derivative instruments, having regard to whether, inter alia, they are cleared and settled throughout recognized clearing houses or are subject to regular margin calls.
- Derivative instruments for the transfer of credit risk.
- Rights under a contract for differences or under any other contract the purpose or intended purpose of which is to secure a profit or avoid a loss by reference to fluctuations in the value or price for property of any description or in an index or other factor designated for that purpose in the contract.
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in Schedule 1 to the ISA, which have the characteristics of other derivative instruments, having regard to whether, inter alia, they are traded on a regulated market within the meaning of the Financial Markets Act or a Multilateral Trading Facility within the meaning of Schedule 1 to the ISA, are cleared and settled through recognized clearing houses or are subject to regular margin calls.
- Certificates or other instruments which confer property rights in respect of any instrument falling within Schedule 2 to the ISA.
- Foreign exchange acquired or held for investment purposes.

Identification of Conflict of Interest

TRIVE MALTA identifies conflicts of interest, which may arise in the course of providing its Services or ancillary services or a combination thereof and whose existence may entail a material risk of damage to the interests of the Client, between:

- a) TRIVE MALTA and its Clients;
- b) One Client and another, which arises in the course of providing any Service and ancillary services; and
- c) A combination of the above two scenarios.

The following criteria shall be taken into account for identifying the possibility of a conflict of interest, i.e. whether TRIVE MALTA or a relevant person or a person directly or indirectly linked by control to TRIVE MALTA:

- a) Is likely to make a financial gain, or avoid a financial loss at the expense of the Client;
- b) 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;
- c) Has a financial or other incentive to favour the interests of another Client or group of Clients over the interests of the Client;
- d) Carries on the same business as the Client;
- e) 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.

Any situation which could be conflicting shall be reported to the Compliance Officer of TRIVE MALTA for relative review and approval for the action to be pursued.

TRIVE MALTA shall segregate tasks and responsibilities which may be regarded as incompatible with each other, or which may potentially generate systematic conflicts of interest.

As a matter of Policy, TRIVE MALTA has taken the following approaches:

- i) Gifts and Entertainment Policy: TRIVE MALTA does not accept or grant any gifts and entertainment where the total value of the individual Client concerned exceeds €200.

If there are cultural implications as a result of the refusal of a gift, TRIVE MALTA will seek the approval of the Board nonetheless and where such is accepted by the Board of Directors, the said gift shall be sold and proceeds are given to charity. Such situations shall be reported to the Compliance Officer of TRIVE MALTA. Any situations below the €200 shall also be reported to the Compliance Officer of TRIVE MALTA; and

- i) Third-Party inducements are outrightly not accepted by TRIVE MALTA.

Management

Once a conflict of interest is identified, TRIVE MALTA through its effective systems and controls will ensure that it prevents the possibility of such conflicts of interest from adversely affecting the interest of its Clients.

TRIVE MALTA will manage the conflict of interest by ensuring that relevant persons engaged in different business activities involving a conflict of interest of the kind identified by TRIVE MALTA, carry on those activities at a level of independence appropriate to the size and activities of TRIVE MALTA.

TRIVE MALTA will follow procedures and adopt measures which are necessary and appropriate for it to ensure the requisite degree of independence:

- a) effective 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;
- b) the separate supervision of relevant persons whose principal functions involve carrying out activities on behalf of, or providing services to, Clients whose interests may conflict, or who otherwise represent different interests that may conflict, including those of TRIVE MALTA;
- c) 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;
- d) 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;
- e) measures to prevent or control the simultaneous or sequential involvement of a relevant person in separate Investment or Ancillary Services or activities where such involvement may impair the proper management of conflicts of interests.

TRIVE MALTA shall adopt alternative or additional measures and procedures as necessary and appropriate if the adoption of one or more of these measures and procedures does not ensure the required degree of independence.

If the adoption or the practice of one or more of those measures and procedures does not ensure the requisite degree of independence, TRIVE MALTA shall adopt such alternative or additional measures and procedures as are necessary and appropriate for those purposes.

Reference is made to the TRIVE MALTA *Conflicts of interest Register* which includes a record of all the identified conflicts of interest and the measures undertaken by TRIVE MALTA. The Conflicts of Interest Register shall be maintained by the Compliance Officer of TRIVE MALTA. On an annual basis, the Register shall be presented to the Board of Directors.

TRIVE MALTA shall take all reasonable steps to avoid conflicts of interest and identify, manage and monitor these conflicts of interest where they cannot be avoided.

The Board of Directors shall be promptly informed where the arrangements are not sufficient to ensure, with reasonable confidence, that risks of damage to the interest of the Client, in order to take any necessary decision or action to ensure that TRIVE MALTA acts in the best interests of the Client.

Monitoring

This Policy will be reviewed at least annually.

Disclosure

Where TRIVE MALTA cannot prevent, with reasonable confidence, the risk of damage to the Client/s' interests, the conflict of interest must be disclosed to Client/s before undertaking business on its behalf.

Disclosure shall be provided either in a durable medium or via a website, and will include sufficient detail to enable the Client to take an informed decision with respect to the Services or ancillary Services in the context of which the interest arises.

Where the disclosure is provided only via a website, TRIVE MALTA shall ensure that:

- the Client has been notified of the address of the website, and the place on the website where the information may be accessed, and has consented to the provision of the information by such means;
- the information must be up to date;
- the information must be accessible continuously by means of that website for such period of time as the Client may reasonably need to inspect it.

Record Keeping

TRIVE MALTA will keep records of circumstances in which conflicts of interest may arise or have arisen. Such information shall be recorded in the conflicts of interest register and in line with the record keeping policy.

The Compliance Officer of TRIVE MALTA shall be responsible for the maintenance of the TRIVE MALTA Conflicts of Interest Register and any related records and documentation as to how the conflicts have been assessed and managed.