

**Clients' Information Document**  
**on the provision of**  
**INVESTMENT and ANCILLARY SERVICES**  
**in FINANCIAL INSTRUMENTS**

**Prochoice Chrimatistiriaki Ltd**

**Effective from April 2019**

## **DISCLAIMER**

This information document hereinafter referred to as "MiFID II Information Document" is addressed to existing or potential clients of Prochoice Chrimatistiriaki Ltd providing necessary information about the investment and related ancillary services for transactions in Financial Instruments provided by Prochoice Chrimatistiriaki Ltd ("Prochoice Chrimatistiriaki Ltd" or the "Company").

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This MiFID II Information Document may be amended and/or revised and/or updated from time to time at the sole discretion of Prochoice Chrimatistiriaki Ltd and any information included therein is provided on as "as is" basis.

In this respect, any future revised version of this document will take effect upon its publication on Prochoice Chrimatistiriaki Ltd.'s website and the continued use of the Services offered by Prochoice Chrimatistiriaki Ltd thereafter will be deemed to constitute acceptance and notification of the changes to this document.

Prochoice Chrimatistiriaki Ltd may also from time to time send to client's supplementary notifications and/or information of new developments and Prochoice Chrimatistiriaki Ltd reserves the right to review and/or amend its Policies referred herein and make the necessary notifications whenever it deems this appropriate. As Client, it is your responsibility to ensure that you are aware of the correct, current content of this document and we advise you to check for updates on a regular basis on Prochoice Chrimatistiriaki Ltd.'s website [www.pro-choice.com.cy](http://www.pro-choice.com.cy)

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## PART A: GENERAL INFORMATION

### 1. LEGISLATIVE FRAMEWORK

The Directive 2004/39/EC on Markets in Financial Instruments was incorporated into Cyprus law by the Investment Services and Activities and Regulated Markets Law of 2007 (L.144(I)/2007), which came into effect on from 1<sup>st</sup> of November 2007 ("MiFID I"). On 3<sup>rd</sup> January 2018, Investment Services and Activities and Regulated Markets Law 87(I)/2017 (the 'Law') replaced Law 144(I)/2007, effecting the transposition into Cypriot law of the new Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (the "MiFID II"). MiFID II replaced, on an EEA level, MiFID I.

The revision of the investment services legal framework brought by MiFID II represents a fundamental change for the European financial markets across a multitude of areas. The scope of MiFID II and the associated Regulation (EU) No.600/2014 ("MiFIR") is to enhance and further strengthen the legislative framework to facilitate greater transparency for all participants in capital markets. New reporting requirements and suitability and appropriateness assessments will be undertaken in the process of offering and receiving such Services.

MiFID II (as transposed and implemented in Cyprus local legislation by the Law) sets out an updated comprehensive regulatory regime governing how banks and investment firms performing investment and ancillary services and investment activities should operate. MiFID II is a key element of the European Union's financial services regime, which is designed to facilitate the integration of Europe's financial capital markets, enhance investor protection and attract new investors to the European Union capital markets.

The Law sets out updated regulations on the conduct of business rules of investment firms providing investment services or carrying out investment activities. Furthermore, it establishes a new regulatory regime regarding the clients' orders execution in respect with the high quality execution in the regulated markets, aiming mainly at the investor's protection.

Prochoice Chrimatistiriaki Ltd ("**PROCHOICE**", the "**Company**") implements appropriate procedures and policies to comply with the requirements of MiFID II, as updated, revised and implemented into Cypriot legislation and regulations, from time to time and to be in line with applicable guidelines and best practices in relation to the provision of investment and ancillary services in Financial Instruments (the "Services").

### 2. THE COMPANY AND THE SERVICES IT PROVIDES

#### 2.1. General Information

**Prochoice Chrimatistiriaki Ltd** is a regulated Cyprus Investment Firm, authorized by the Cyprus Securities and Exchange Commission (the "CySEC") (with License No.100/09), and offers financial services in Cyprus and in all European Member States (cross border) ('PROCHOICE'). PROCHOICE is also a member of the Cyprus Stock Exchange (the "CSE") since 2009, a member of the Athens Stock Exchange (the "ASE") since 2009.

**PROCHOICE**, relying on the professionalism, commitment, creativity and integrity of its personnel aims at the satisfaction of the investment needs and expectations of its clients. Our main priority is the provision of the best possible financial services based on the needs and investment objectives of each individual client. We have created an excellent technological infrastructure which we constantly upgrade and develop in order to meet the current needs and demands of our clients.

**PROCHOICE** follows a conservative risk approach and is committed to maintaining high levels of corporate governance within the regulatory framework established by the CySEC, as well as operating with transparency by adhering to strict compliance measures.

More information about Prochoice can be found on Prochoice's website at [www.pro-choice.com.cy](http://www.pro-choice.com.cy)

**PROCHOICE**'s offices are situated at 15 Stratigou Timagia, Linda Court 1<sup>st</sup> Floor, 6051 Larnaca, Cyprus. You can contact us either in Greek or English in the following ways: By mail at the offices address;

- By phone at: +357 24 661192
- By fax at: +357 24 662464;and
- By email at: [backoffice@pro-choice.com.cy](mailto:backoffice@pro-choice.com.cy)

PROCHOICE may, from time to time, have tied agents in Cyprus, all of which are registered in the relevant public register of tied agents maintained by CySEC. The complete list of tied agents, including their contact details and services offered, is available on the Company's website [www.pro-choice.com.cy](http://www.pro-choice.com.cy)

**PROCHOICE** is regulated by the Cyprus Securities and Exchange Commission (the "CySEC"), which can be contacted at 19 Diagorou Str. CY-1097 Nicosia, Cyprus and at the following telephone number: +357 22506600 (website: [www.cysec.gov.cy](http://www.cysec.gov.cy))

Details of PROCHOICE's license can also be found on the CySEC's website on the link

below: <https://www.cysec.gov.cy/en-GB/entities/investment-firms/cypriot/37615/>

## **2.2.Type of Services offered**

Sharelink is licensed to provide investment and ancillary services for transactions carried out in Financial Instruments (the **Services**) as described below.

### *(a) Investment services and activities*

- (1) Reception and transmission of orders in relation to one or more financial instruments;
- (2) Execution of orders on behalf of clients;

### *(b) Ancillary Services*

- (1) Safekeeping and administration of financial instruments for the account of clients, including custodianship and related services;
- (2) Granting credits or loans to investors to allow them to carry out a transaction in one or more financial instruments, where the firm granting the credit or loan is involved in the transaction;
- (3) Foreign exchange services where these are connected to the provision of investment services;
- (4) Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments;
- (5) Investment services and activities as well as ancillary services where these are connected to the provision of investment or ancillary services.

## **2.3.Reception and Transmission of Orders**

PROCHOICE provides to Clients the investment service of Reception and transmission of Orders in Financial Instruments through authorized employees, internal brokers and Tied Agents. The Company can meet all the needs of the modern investor when it comes to the execution of orders, relying to its qualified personnel,

its Tied Agents, and its electronic system for the online reception and transmission for execution of orders (Online Trading System).

The reception of orders for the execution of transactions is only performed by authorized persons at the Company's offices and at the offices of our Tied Agents.

Under our order **Execution Policy** (see below PART B, Section 1), subject to any specific instructions from the Client, we take into account the following execution factors, in order to obtain the best possible result for you: price, costs, speed, likelihood of execution and settlement, size, nature, and any other consideration relevant to the execution of the order.

We determine the relative importance of the execution factors by using our commercial judgement and experience in light of the information available on the market and taking into account the following execution criteria:

- i. your characteristics, including your categorization as a Retail or a Professional Client;
- ii. the characteristics of your order;
- iii. the characteristics of the Financial Instruments that are the subject of that order; and
- iv. the characteristics of the execution venues to which that order can be directed.

Whenever the Client gives us a specific instruction as to the execution of an order or a part of it, we execute the order following the specific instruction.

Pursuant to legislation, Clients' orders for the execution of transactions can be placed directly through the Online Trading Platform, or given in writing or by telephone. If the order is given in writing, the form should be signed by the Client or his authorized representative. The written order can be given in person, or send by fax or email. If the order is given through phone, then this telephone conversation is recorded.

Orders can be placed either

1. by phone – Clients' Service recorded line +357 24 661192, or
2. by email to – [backoffice@pro-choice.com.cy](mailto:backoffice@pro-choice.com.cy) (provided the relevant agreement appendix has been signed), or
3. by fax to + 357 24 662464, or
4. through Prochoice's trading platform for the CSE, ASE markets (provided the relevant agreement appendix has been signed and access provided)

Prochoice's trading platform can be accessed from the following URLs:

The trading version either through <https://prochoice.izidocs.com/new/> or <http://www.pro-choice.com.cy> that opens the java based application.

The platform provides delayed prices of all securities listed on the CSE and ASE, with 15 minutes delay.

## **2.4. Safekeeping of Financial Instruments / Custody Services**

Prochoice offers the ancillary service of safekeeping clients' Financial Instruments and funds. At Prochoice's level, all Client holdings and transactions are recorded in dedicated accounts in the name of each Client.

When holding your Financial Instruments and funds, we take adequate steps to ensure the maximum protection and safeguard of your ownership rights. The Company deposits the funds of its clients into special bank accounts in authorized and reliable credit institutions under the name "clients' account" and takes all necessary steps to protect the clients' proprietary rights. The Company proceeds to the liquidation of the financial instruments of clients only following an explicit order and/or consent of the Client, unless provided otherwise in a relevant agreement.

Moreover, in order to safeguard the clients' rights in regard to their financial instruments and assets, the Company takes the following measures:

- (a) Keeps all the necessary records and accounts in order to be in the position, at any given time and with no delay, to distinguish the assets that are kept on behalf of the Client from those that are kept on behalf of any other client as well as from the Company's assets.
- (b) Keeps its records and accounts in a way that ensures that they are true and accurate and that they correspond to the Financial Instruments that are kept on behalf of the Clients.
- (c) Takes all the necessary measures in order to ensure that Financial Instruments of clients that have been deposited into third parties, can be distinguished from those that belong to the Client.
- (d) Conducts, on a regular basis, reconciliations between our internal accounts and records and those of any third parties by whom those assets are held.
- (e) Takes all the necessary measures in order to ensure that the clients' assets, deposited at authorized financial institutions, are kept into a separate account or accounts to any other accounts that may be used for assets that belong to the Company.
- (f) Applies all necessary organizational measures in order to minimize the risk of loss or reduction of the client's assets or rights in regard to these assets, because of asset misappropriation, fraud or negligence.

In particular:

1. The Company deposits its clients' funds into bank accounts of credit institutions under the Company's name by stating explicitly to the financial institution that these are funds that belong to its clients.
2. Unless you have chosen a third party custodian on your own, the Company safeguards the financial instruments of its clients in the following ways:
  - Financial Instruments, such as stocks, bonds, ETFs, warrants and rights, which are listed on the Cyprus Stock Exchange and ATHEX as dematerialized securities are kept in the Client's name at the local Central Registry and Central Securities Depository (CSD) and the services are provided through the Electronic Dematerialized Securities System (DSS) and are being kept in accounts under the control of the Company (with operator being Prochoice). In case that you are a regulated entity and your account is an omnibus account then your Financial Instruments are deposited for safekeeping in the DSS with operator being Eurobank Ergasias S.A.
  - Financial Instruments, in relation to which your orders are executed through Eurobank Ergasias S.A. are deposited for safekeeping with Eurobank Ergasias S.A., which is acting as a third party custodian of Prochoice's choice. In this case, that the securities are kept by a third person/Custodian or sub-custodian in materialized or dematerialized form, registered in an account held by this Custodian, the Company shall ensure that:
    - i. The Custodian is a Central Securities Registry or other authorized Central Securities Depository, System of Keeping Accounts of Dematerialized Securities, Credit Institution or Investment firm (hereinafter called the "Custodian"), which are entitled to provide custody and safekeeping services, and
    - ii. It is being communicated to the Custodian that the financial instruments and funds registered in the aforementioned investment accounts are being kept on behalf of the Company's clients.

The Company may keep these accounts into omnibus accounts kept on behalf of more than one client by distinguishing in the Company's accounts which financial instruments correspond to each client.

3. The tangible safeguarded financial instruments shall be kept:
  - (a) Either in the Company in the name of the client; or
  - (b) In a Financial institution, Investment firm or another undertaking which is entitled to act as a Custodian of financial instruments, in the name of the client or in the name of the Company on behalf of the client.

4. In the case of a Custodian operating in a third country outside the European Union and governed by the Laws of the third country, the Company shall deposit the client's financial instruments with this Custodian only if the latter is subject to special regulations and supervision in the third country. Please note that in this case, the client's rights regarding his financial instruments or assets, which are kept with a Custodian governed by the Laws of a third country, may be inferior to the rights resulting from a Custodian based and operating in a Member State of the European Union.
5. However, the Company does not accept any liability towards its Clients regarding:
  - (a) the inefficient fulfillment and/or non-fulfillment of the Custodian's obligations;
  - (b) the solvency and, generally, the fulfillment of the Custodian's obligations, (including Central Securities Registries and Central Securities Depositories of every kind and Clearing and Settlement Systems), in which the clients' assets are being kept. It is presumed that the operation of Central Registries, Central Securities Depositories, Clearing and Settlement Systems, Investment Firms and Credit Institutions operating in a Member State or in another state that provides the implementation of a supervision system in line with the international standards, eliminates the existence of any wrongdoing on behalf of the Company, unless the Company had a special knowledge of the fact that the Custodian would become insolvent and permanently unable to meet its payment obligations. Moreover, the Company is not responsible for any wrongdoing committed by the Custodian's bodies or the bodies assisting in the fulfillment of the Custodians obligations.
6. The Company shall not dispose of, charge, manage or use in a different way the Financial Instruments that keeps on behalf of its Clients, unless the Client has given a prior explicit instruction to act as such.

In addition to the above measures, the Company is a member of the Investor Compensation Fund for Investor Clients of Investment Firms ("ICF"). ICF's objective is to ensure the protection of the financial instruments and funds of the covered clients (up to a specific amount) with the payment of compensation for claims that arise from the provision of services provided for by the member of ICF, in case of inability of the member to fulfill its obligations (for further information please refer to Part B: Section 5- Investor Compensation Scheme).

#### **Risks / Warnings in relation to Safekeeping / Custody Services**

Despite the fact that Prochoice undertakes reasonable measures to monitor and exercises due skill and care in the selection of such third parties as described above, the risks associated with the safekeeping or custody of Financial Instruments deposited with third parties or omnibus accounts and any relevant acts or omissions of such third parties shall be considered and addressed by the Client.

Notwithstanding that Prochoice shall comply with its obligation to use due skill and care in the selection of such third party, in case of insolvency of the third party and depending on the laws of the jurisdiction of such third party, the Client acknowledges and accepts that s/he bears the risk that the relevant assets or Financial Instruments may be lost.

Neither of Prochoice nor any director, officer, employee or agent of Prochoice shall be liable to the Client for any loss caused directly or indirectly by any act or omission or for the insolvency of any such third party subject to its obligation to use due skill and care in the selection of such third party.

Securities deposited with a custodian, sub-custodian, depository or clearing agency/entity are held subject to the rules and operating procedures of such party and any applicable laws and regulations whether of a governmental authority or otherwise, which may not be of Cyprus.

In case accounts that contain financial instruments or funds belonging to the Client are or will be subject to the law of a jurisdiction other than that of Cyprus, the rights of the Client relating to those financial instruments or funds may differ accordingly.

The Client, by electing the ancillary service of safekeeping or custody is deemed to understand and acknowledge that Prochoice may not be able to exercise discretion in the selection or monitoring of a depository or clearing



system or custodian or in the negotiation of contractual provisions with such party.

Prochoice, further subject to the terms of the Investment Services Agreement, have or may have security interest or lien over the Client's financial instruments or funds or assets or any right of set-off in relation to those instruments or funds or assets. Where applicable, a depository or custodian may have a security interest or lien over, or right of set-off in relation to those instruments or funds.

## 2.5. Electronic Services (Online Trading Platform)

For the purposes of trading in Financial Instruments through the use of internet, electronic means and/ or specialized software, Prochoice may, from time to time provide to Clients access to its electronic Online Trading Platform at <http://www.pro-choice.com.cy> or <http://prochoice.izidocs.com/new/>

It is noted that the use of electronic online trading platforms should be used only by Clients that acknowledge and understand the risks of electronic trading and use of internet.

## Special Notice

**When making a decision to deal in Financial Instruments a Client must consider the risks inherent in the relevant Financial Instrument or related products. The Client shall consider all potential risks including those such as, inter alia, relating to credit, the market, liquidity, interest rate, insolvency, foreign exchange, contingent liabilities, execution venue, legal and tax issues.**

## 3. ELATIONSHIP WITH THE CLIENT FOR PROVISION OF SERVICES

### 3.1. Language and Methods of Communication for the provision of Services

**Language:** The languages in which Prochoice communicates with its clients are Greek and/or English. However, due the nature of the Services, the primary business language used by Prochoice in respect of the Services is English, and so if we have not expressly agreed otherwise, communications from Prochoice to the Client in relation to the Services is likely to be in English.

**Methods of Communication:** Prochoice communicates with its Client, other than verbal communications, via the following channels: postal mail, telephone, fax, online trading platform or e-mail.

Prochoice communicates with the Client using the contact details notified by the Client in the Investment Services Agreement, or as changed and updated thereafter, and provided, that such details and information are accurate. Any relevant material or documentation will be dispatched to the client by using the contact details available to Prochoice.

Within the context of order execution regarding transactions in financial instruments, the clients may submit their orders in writing, through the Online Trading Platform at <http://www.pro-choice.com.cy> or <http://prochoice.izidocs.com/new/>, phone (recorded lines), e-mail or fax. Prochoice reserves the right to request the client to submit or re-submit his order in writing if communicated verbally.

**Recordings:** Prochoice may make and retain records of any telephone conversation and electronic communications between the Client and Prochoice in compliance with applicable law. Further information on the processing and collection of Personal Data by Prochoice is provided in Prochoice's Privacy Statement and is summarized in Part D: Section 1 of this document. However, your attention is drawn to the fact that Prochoice has specific obligations to make and retain records of communications, regarding the reception, transmission

and execution of client orders in Financial Instruments (further information are provided in Section 3.7 herein below).

### **3.2. Client Information for the provision of Services**

Upon the commencement of the collaboration the documents and information to be provided and received from the Client, relate in principle to:

- (i) the Client's identity (Know Your Client); and
- (ii) for the assessment of his financial Investor Profile in relation to the provision of the Services requested to be offered and in relation to the Financial Instruments in which the Client intends to receive for executing transactions in Financial Instruments, so as to enable Prochoice to categorize the Client under the relevant categories set by the Law in relation to the provision of the Services (**Assessment of Appropriateness and Suitability**, Part A: Section 3.5 below).

It is noted that if the Client does not provide the information requested this will have an impact on whether Prochoice can actually provide the Services at all.

Effective as from 3<sup>rd</sup> January 2018 subject to **Regulatory Transaction Reporting Obligations** (see Part A: Section 3.7 below) Prochoice will not be able to report a trade on behalf of a client, unless the Client provides or confirms his personal details as noted below.

#### **Physical/ Natural Persons:**

Each Client, including each person listed in an account as joint account holder, has to notify or confirm his/her personal identifying details to Prochoice as per his nationality.

#### **Legal Entities**

Legal entities (funds, provident funds, corporate entities and partnerships) to be able to trade in Financial Instruments shall provide Prochoice their LEI (Legal Entity Identifier) Code. The LEI Code is a new global standard code (a unique 20 digit alpha-numeric code based on the ISO 17442 standard developed by the International Organization for Standardization (ISO)) with the aim of providing improved transparency of financial transactions. Each Client needs to obtain a LEI Code and subsequently to be provided to Prochoice in order to enable the execution of any requested transaction in financial instruments.

LEI Codes are issued by Local Operating Units (LOUs). A legal entity is not limited to using a LEI issuer in its own country; instead, it can use the registration services of any LOU that is accredited and qualified to validate LEI registrations within its authorized jurisdiction(s).

There is a number of approved providers. From our experience we recommend the below providers that have simplified and straightforward processes for registration and renewal through their websites:

Bloomberg LEI: <https://lei.bloomberg.com/>

Luxembourg Stock Exchange: <http://www.luxcsd.com/luxcsd-en/products-and-services/lei-service/67518>

Irish Stock Exchange: <https://www.isedirect.ie/>

Athens Stock Exchange: <https://www.helex.gr/web/guest/axialei>

LEI Code should be renewed annually by the Client.

Further information can be provided by Prochoice's Clients' Service Officers or Brokers. Prochoice's Clients' Service staff can assist you on the issuance of the LEI and undertake the process of issuing the LEI on your behalf based on specific authorization, which will need to be provided. The total cost for the issue of the LEI will be €100.

All information provided to Prochoice is retained in electronic or physical records, according to Prochoice's procedures and applicable legislation on Personal Data Processing (as applicable from time to time).

### **3.3. Client Categorization**

#### *3.3.1. Categories of Classification*

Pursuant to applicable law, upon entering into an Investment Services Agreement, Prochoice proceeds with the categorization of the Client in respect of the Services to be offered. The Client categorization is performed according to the criteria provided by the applicable law in respect of the Services and types of Financial Instruments requested and on the basis of the information made available by the Client to Prochoice.

The Law recognizes that investors have different levels of knowledge, experience and skills in the investment field relevant to the specific type of product or services offered or requested and are classified in three categories; as a retail client, a professional client or an eligible counterparty. Within this context, a Retail Client benefits of the highest level of protection, compared to a Professional Client or an Eligible Counterparty, which bare a reduced level of protection due to the fact that they are considered more experienced and knowledgeable in carrying out transactions in Financial Instruments.

If a Client has already been categorized as Professional Client under parameters and procedures similar to those referred to in this document, it is not intended that his relationships with Prochoice shall be affected by the new rules adopted by MiFID II.

#### **A. Retail Clients**

Retail clients are considered as those clients who do not fulfil the criteria to be treated as professional clients or eligible counterparties. A retail client receives the highest level of protection and information from us, compared to a professional client or an eligible counterparty.

Local public authorities and municipalities will be treated as retail clients by default, unless they have elected to opt up to professional clients and have been assessed as having the required knowledge and experience to be classified as professional clients.

#### **B. Professional Clients**

Professional clients are clients who are considered to possess the experience, knowledge and expertise to make their own investment decisions, as well as to properly assess the risks that they will incur.

The following are regarded as professional clients per se:

- a) Entities which are required to be authorized or regulated to operate in the financial markets, including all authorized entities carrying out the characteristic activities of the entities mentioned below: entities authorized by a member state of the EU under legislation of the EU, entities authorized or regulated by a member state of the EU without reference to legislation of the EU, and entities authorized or regulated by a country which is not a member state of the EU, such as:
- Credit institutions;
  - Investment firms;
  - Other authorized or regulated financial institutions;
  - Insurance companies;
  - Collective investment schemes and management companies of such schemes;
  - Pension funds and management companies of such funds;
  - Commodity and commodity derivatives dealers;

- Locals;
  - Other institutional investors.
- b) Large undertakings meeting two of the following size requirements, on a company basis:
- Balance sheet total: €20.000.000
  - Net turnover: €40.000.000
  - Own funds: €2.000.000.
- c) National and regional governments, public agencies managing public debt, central banks, international and multinational organizations such as the World Bank, the International Monetary Fund, the European Central Bank, the European Investment Bank and other similar international organizations.
- d) Other institutional investors, whose main activity is investing in Financial Instruments, including companies which deal exclusively with securitizing assets or other financing transactions.

Any clients falling within the list above are considered to be professionals and, Prochoice will categorize such clients, on the basis of the information available to Prochoice, as Professional Clients, and will be treated as such unless Prochoice and the client agree otherwise. However, the Client is allowed to request Prochoice to be classified as Retail Client and Prochoice may agree to provide a higher level of protection (Reclassification: Section 3.3.3 below).

Any clients not falling within the list above are, by default, classified as **Retail Clients**.

### **C. Eligible Counterparties**

Eligible Counterparties are Professional Clients which operate in the financial sector and are therefore deemed to have the necessary investment expertise, and for the purposes of the Law are:

- Investment Firms.
- Credit Institutions.
- Insurance Undertakings.
- UCITS and their management companies.
- Pension Funds and their management companies.
- Other financial Institutions authorized by a member state or regulated under community legislation or the national law of a member state.
- National governments and their corresponding offices including public bodies that deal with public debt.
- Central Banks.
- Supranational Organizations.

A client can only be classified as an Eligible Counterparty when Prochoice provides the investment services of the reception and transmission of client orders, or the execution of orders on behalf of clients, or any ancillary services directly related to such transactions. In such cases Prochoice is not obliged to comply with the following:

- a) Comply with certain investor protection requirements; we are obliged, however, to provide appropriate information to you;
- b) Assess the suitability and appropriateness of certain products or services, before providing them to you; we are obliged, however, to provide you with adequate reports on the service provided;
- c) Take all sufficient steps to obtain the best possible result for you when executing orders on your behalf;
- d) Have in place procedures to provide for the prompt, fair and expeditious execution of your orders, relative to other client orders or our own trading interests.

No client can be treated as an Eligible Counterparty when Prochoice provides any other kind of investment and ancillary services, such as investment advice or portfolio management.

In addition, Prochoice may accept as an Eligible Counterparty an undertaking which falls within a category of clients who are to be considered as Professional Clients in accordance with the description above and the identification criteria. Prochoice will require the Client's express consent regarding the categorization as Eligible Counterparties.

### *3.3.2. Differences in Client Protection*

The different treatment per client classification relates mainly to the following:

- (a) the information communicated to the client;
- (b) the assessment of appropriateness and suitability of the investment service/financial instrument provided to the client;
- (c) the reports sent to the client regarding the investment service or financial instrument offered;
- (d) the manner in which execution of orders is performed achieving the best possible result for the client.

As noted in Section 3.3.1, a Retail Client benefits of the highest level of protection and information received compared to a Professional Client and an Eligible Counterparty.

The additional protection and information provided to a **Retail Client** is summarized below:

- (i) A Retail Client will be given more information with regards to the Services and Financial Instruments offered costs, commissions, fees, charges and the services of safekeeping of client's financial instruments and funds.
- (ii) In cases where Prochoice provides Services other than Investment Advice or Discretionary Portfolio Management, Prochoice will ask the Retail Client to provide information regarding his knowledge and experience in the investment field relevant to the specific type of product or service offered or demanded. Prochoice requires this information in order to assess whether the Service or Financial Instrument envisaged is appropriate for the client. In case, on the basis of the information received, the product or service is deemed as not appropriate for the Retail Client, Prochoice will warn the client accordingly.

Please note that Prochoice is not required to assess appropriateness of Financial Instruments in certain cases specified by applicable laws (please see also Section 3.5.1: Appropriateness Test).

On the contrary Prochoice is entitled to assume, according to applicable laws that a **Professional Client** has the necessary experience and knowledge in order to understand the risks involved in relation to the particular Services or Financial Instruments he is requested to be provided.

Consequently, and unlike the situation with a Retail Client, Prochoice will not generally need to obtain additional information from the Client for the purposes of the assessment of appropriateness for those Services or Financial Instrument for which a Client has been categorized as a Professional Client, other than as provided in Section 3.5 below.

- (iii) When executing orders Prochoice must take all reasonable steps to achieve what is called **Best Execution** of the client's orders, that is, to obtain the best possible result for its clients (please refer to Part B, Section 1 of this document for further information on **Order Execution Policy** applied by Prochoice).

In principle, where Prochoice executes an order on behalf of a **Retail Client**, the best possible result shall be determined in terms of the total consideration, representing the price of the Financial Instrument and the costs related to execution, which shall include all expenses incurred by the Client which are directly related to the execution of the order.

When providing **Professional Clients** with Best Execution Prochoice is not required to priorities the overall costs of the transaction as being the most important factor in achieving best execution for them. However Prochoice considers that the most important execution factor for its Professional Clients is also the Total Consideration.

Prochoice cannot guarantee that it will be always possible to execute an order at the best price available due to market conditions and liquidity of the market, but Prochoice will always strive to execute an order in accordance with this Policy.

- (iv) Prochoice is obliged to inform Retail Clients of material difficulties relevant to the proper carrying out of their order(s) promptly upon becoming aware of the difficulty.
- (v) Retail Clients may be entitled to compensation under the Investor Compensation Fund (for further information please refer to Part B: Section 4 - Investor Compensation Scheme).

**Note on results of being categorized as Eligible Counterparty**

When Prochoice classifies a Client as an Eligible Counterparty, its obligations regarding the information provided on the nature and risks of financial instruments, transactions reporting, assessment of appropriateness, best execution, transmission or placement of orders with other entities for execution, and inducements, shall not apply to that client in respect of the investment services/activities of reception and transmission of orders, execution of orders on behalf of clients, and/or any ancillary service directly related to such transactions.

As regards the remaining of Prochoice’s obligations, those shall apply to Eligible Counterparties only to the extent required by applicable law. Generally, in relation to business other than reception and transmission of orders, execution of orders on behalf of a client and/or any ancillary service directly related to such transactions, an Eligible Counterparty will receive the same treatment as Professional Clients unless such Eligible Counterparty requests to be reclassified and treated as a Retail Client and Prochoice agrees to such request. Acceptance of such request is at the Company’s discretion.

In its relationship with eligible counterparties, Prochoice will act honestly, fairly and professionally and communicate in a way which is fair, clear and not misleading, taking into account the nature of the eligible counterparty and its business.

**3.3.3. Reclassification**

As stated above, a Client is entitled to request a different categorization, i.e. a Reclassification at any time. Prochoice reserves the right **not** to accept such request or only to be able to undertake such reclassifications if the necessary regulatory requirements have been met. For the purpose of offering the client a higher level of protection, a change of categorization may also occur at the initiative of the Company, but only on this occasion. The following categorization changes are permissible under the Law:

**Initial Categorisation**

Retail Client →  
 Professional Client →  
 Professional Client Per Se (i.e. a client that has not been originally categorized as a Retail Client) →  
 Eligible Counterparty →  
 Eligible Counterparty →

**Possible Changes in Categorisation**

Professional Client  
 Retail Client  
 Eligible Counterparty  
 Professional Client  
 Retail Client

Reclassification always leads to a change in the level of protection afforded to a client.

#### *3.3.4. Retail Clients who may be treated as Professional Clients on Request*

Clients other than those that are regarded as Professional Clients per se (Section 3.3.1.B above), including public sector bodies, local public authorities, municipalities and private individual investors, may also be allowed to waive some of the protections afforded by the conduct of business rules of Prochoice.

Prochoice may treat any Retail Client as Professional Client provided the relevant criteria and procedure mentioned below are prima facie satisfied. Any such request for waiver of the protection afforded by the standard conduct of business regime will be considered and may be accepted by Prochoice only if an adequate assessment of the expertise, experience and knowledge of the Client, undertaken by Prochoice, provides reasonable assurance, in the light of the nature of the transactions or services recommended, that the Client is capable of making investment decisions and understanding the risks involved. In the course of such categorization assessment, as a **minimum, two (2) of the following criteria** shall be satisfied:

- (i) the Client has carried out transactions, in significant size, on the relevant market at an average frequency of ten (10) per quarter over the previous four (4) quarters;
- (ii) the size of the client's financial instrument portfolio, defined as including cash deposits and financial instruments exceeds EUR 500 000;
- (iii) The Client works or has worked in the financial sector for at least one (1) year in a professional position, which requires knowledge of the transactions or services envisaged.

Further the Client shall:

- (i) state in writing to Prochoice that they wish to be treated as a Professional Client,
- (ii) that he is aware of the consequences of losing any protections afforded as Retail Client.

By changing client categorization from Retail Client to Professional Client, you will waive the highest level of protection and information provided to Retail Clients. In case it is ascertained that you no longer fulfil the criteria under which you had been classified as a Professional Client, we should re-categorize you as a Retail Client and inform you accordingly.

**Professional Client obligation to request for Reclassification:** In case a Client is classified as a Professional Client, he is entitled to request to be treated as a Retail Client, in order to receive a higher degree of protection, if he considers that he is not able to properly assess or manage the risks involved.

**Professional client per se to Eligible counterparty:** Only a Professional Client per se may request to be treated as an Eligible Counterparty. By changing client categorization from Professional Client to Eligible Counterparty, the Client will waive the higher level of protection and information provided to Professional Clients in comparison to Eligible Counterparties.

**Eligible counterparty to Professional client or Retail client:** In case a Client has been categorized as an Eligible Counterparty, he has the right to request to be treated as a Retail Client or as a Professional Client, in order to receive a higher degree of protection, if he considers that he is unable to properly assess or manage the risks involved.

### **3.4. Client Investor Profile**

In addition to the categorization referred above, it is essential for Prochoice to be provided with such information to enable to assess the Client's Investor Profile. The applicable law requires that Prochoice when is providing Investment Services to clients to request certain information from their clients. In this context, Prochoice requests that prior to entering into an Investment Services Agreement a questionnaire be completed so as to

assess the knowledge and experience of a Client in Financial Instruments, his investment objectives, financial constraints and financial situation to determine his ability to bear losses.

If the Client's Investor Profile has already been established with Prochoice, the same will be required and will be requested by Prochoice from time to time to be updated or confirmed so as to enable Prochoice to continue providing the Services as per the applicable legislation.

### **3.5. Assessment of Suitability and Appropriateness**

Within the context of providing Investment Services, Prochoice performs tests to assess whether the offered Investment Services or Financial Instruments are suitable and appropriate (if applicable) for the Client and correspond or are aligned with his Investor Profile. Subject also to a Client's Categorization (Retail Client or Professional Client), and the respective investment service requested to be provided, the tests applied focus on examining the Client's knowledge and experience to comprehend the risks potentially associated with the Service or the Financial Instruments, his investment objectives and financial status.

If a Client is categorized as an Eligible Counterparty Prochoice does not have to undertake a Suitability Test or Appropriateness Test.

#### *3.5.1. Assessment of Appropriateness*

The assessment of appropriateness is carried out by Prochoice to ensure that the Services or Financial Instruments are appropriate for the Client by considering the knowledge and experience of the Client, and therefore contributing to client's protection. Such assessment is carried out when Prochoice is requested to provide **Execution Only Services or Reception and Transmission of Orders Service in Complex Financial Instruments (Appropriateness Test)**. The Appropriateness Test is to be processed upon Prochoice accepting Orders under the above referred Services, in Complex Financial Instruments. Appropriateness Test requirements do not apply when dealing with Eligible Counterparties nor undertaken when providing execution-only services for non-complex Financial Instruments, even if a Client is a Retail Client.

In the context of the Appropriateness Test, the Client will be requested, inter alia, to provide details and information of the types of Financial Instruments and other Services he is familiar with; the nature, volume and frequency of his transactions in Financial Instruments; and the level of education and profession and his ability to comprehend the risks associated with carrying out transactions in Complex Financial Instruments. For this purpose, the Client Questionnaire has to be completed and updated from time to time as may be requested by Prochoice.

**If the result of the Appropriateness Test is positive, the Client will be allowed to place the order or request the service. Otherwise, a warning will be given to the Client who may choose to ignore it and proceed with placing the order or requesting the service. A warning will also be given to the Client who does not provide the necessary information for performing the test and still at his own risk wishes such transaction to be processed or service to be provided.**ble 1 **Minimum information to be obtained according to MiFID II for the Assessment of Appropriateness**



<b>TABLE 1: REQUIREMENTS FOR ASSESSING APPROPRIATENESS</b>	
<b>Minimum Information to be obtained for purposes of assessing Appropriateness *</b>	<b>Requirements</b>
<b>Client's Knowledge and Experience</b>	<ul style="list-style-type: none"> <li>• Types of Service, transactions in Financial Instruments with which the Client is familiar;</li> <li>• Client's transactions in Financial Instruments (nature, volume, frequency);</li> <li>• Client's level of education, profession or (if relevant) former profession.</li> </ul>

*\*Prochoice may assume that the requested service is appropriate if dealing with Professional Clients and Eligible Counterparties*

### 3.5.2. Assessment of Suitability

The suitability assessment covers a Client's knowledge and experience, financial situation and investment objectives, when Prochoice is requested to provide Services in Financial Instruments which include **Investment Advice and/ or Portfolio Management**. If the Client is categorized as Retail Client or Professional Client, and services requested to be offered are Investment Advice and/or Portfolio Management, Prochoice will request the Client to provide such information to enable Prochoice to assess the Client's ability to understand and financially undertake the relevant risks or loss associated with the Services or Financial Instruments requested (**Suitability Test**). Nevertheless, the depth and detail of the required information are subject to the proportionality principle. For example the information requested can vary depending on the complexity, risks and structure of the financial instrument and/or on the nature and extent of the Service provided.

Prochoice notes that, when providing the Services of Execution Only or Reception and Transmission of Orders in relation to one or more non-complex Financial Instruments, Prochoice is not required to assess the suitability of the Financial Instrument or Service offered, in relation to the Client's respective knowledge and experience in each of those Financial Instruments. Therefore Clients do not benefit from the corresponding protection of the relevant conduct of business rules set out in the Law. The above Services are offered to clients on their own initiative. Clients should make their own assessment in respect of an investment in these financial instruments and the risks associated with such an investment.

**Table 2** overview of minimum information to be obtained according to MiFID II for Suitability Assessment

<b>TABLE 2 :REQUIREMENTS FOR ASSESSING SUITABILITY</b>	
<b>Minimum Client's Information</b>	<b>Requirements</b>
<b>Client's knowledge and Experience</b> <i>(Note: Assumed this requirement is satisfied when dealing with Professional Client)</i>	<ul style="list-style-type: none"> <li>• Types of Service, transactions in Financial Instruments with which the Client is familiar;</li> <li>• Client's transactions in Financial Instruments (nature, volume, frequency);</li> <li>• Client's Level of education, profession or (if relevant) former profession.</li> </ul>
<b>Client's financial situation</b> <i>(Note: Assumed this requirement is satisfied when dealing with Professional Client)</i>	<ul style="list-style-type: none"> <li>• Client's source of funds and regular income;</li> <li>• The client's assets, including liquid assets, investments and real property;</li> <li>• The client's regular financial commitments;</li> <li>• Client's ability to bear losses.</li> </ul>

<b>Client's investment objectives</b>	<ul style="list-style-type: none"> <li>• Client's investment horizon;</li> <li>• Client's risk preferences, risk profile and risk tolerance;</li> <li>• Purposes of the investment.</li> </ul>

However, Prochoice is allowed to make certain assumptions in the case of Professional Clients (either as a Per Se Professional Client or as an Elective Professional Client). Provided that this assessment has been done as part of the Client's categorization process, it does not need to be repeated for suitability purposes. It is therefore important that the Client provides Prochoice with all requested information and keep Prochoice updated of any changes.

**Who provides the information to Prochoice**

The information is required both in relation to the Client and other related parties who may be responsible for instructing or authorizing Orders on behalf of the Client or for any underlying principal that the Client may be acting for.

In the situation under which a natural person is represented by another physical person, **the financial position and investment objectives of the Client**, not of the representative, are important. However, the knowledge and experience of the representative are also important.

**Joint Account Holders:** Prochoice takes the following factors into account when providing natural joint account holders with Investment Advice or Portfolio Management service:

- (i) the investment knowledge and experience of the person taking the investment decision (it may be one of the joint account holders or, where applicable, the authorized representative);
- (ii) the Investor Profile categorization that offers the highest level of protection to all joint account holders.

If the Client (or his representative or the management body (in case of a legal entity)), as the case may be, does not provide Prochoice with the relevant information, Prochoice may not be in a position to, and therefore cannot be obliged, to provide the Service requested.

As already noted, if the Client is a Professional Client (either as a Per Se Professional Client or as an Elective Professional Client), Prochoice is entitled to make certain assumptions about the Client, and obtain less information that would have if the Client is a Retail Client:

- (i) Prochoice is allowed to assume in relation to any Services or Financial Instruments, for which a Client has been classified as Professional Client, that the Client has the necessary level of experience and knowledge to understand the associated risks;
- (ii) Prochoice is not required to provide Professional Clients with Suitability Reports (Section 3.6.1 (iv) herein below) in relation to any Investment Advice provided. Though, when providing Investment Advice to a Professional Client Per Se (not an Elective Professional Client), Prochoice is entitled to assume that the Client understands any investment risks and can undertake any financial loss as per his Investor Profile.

**Table 3** Requirements for the assessment of Suitability and Appropriateness subject to Clients' categorization

<b>TABLE 3: SUMMARY OF SUITABILITY AND APPROPRIATENESS REQUIREMENTS</b>				
	Reception and Transmission of Orders and/or Execution of Orders		Investment Advice and/or Portfolio Management	
	Retail Client	Professional Client	Retail Client	Professional Client
Knowledge and Experience	V		V	
Investment Objectives			V	V
Financial Situation			V	V *
* only for Professional Clients Per Se (if applicable – for complex products)				

The Financial Instruments as these are defined in the Law and their classification into Complex and non- Complex Financial Instruments are set out in **Appendix III**. The characteristics and associated risks of major generic categories of Financial Instruments are further described in **Part C**.

### 3.6. Client Reporting - Transactions and Portfolio Statements

Prochoice provides to the Client detailed and transparent reports as to the Investment Services provided to the Client by Prochoice, as well as, of related costs and charges (as may be applicable subject to the Services offered).

Prochoice where is carrying out an order on your behalf, other than for portfolio management, in respect of that order, shall:

- (a) Promptly provide you with the essential information concerning the execution of that order,
- (b) Send you a notice confirming execution of the order in a durable medium, as soon as possible, no later than the first business day following execution of the order or, if the confirmation is received by us from a third party, no later than the first business day following receipt of the confirmation from the third party.

Clients may choose one of the following ways to receive the information regarding the execution of their orders:

- by telephone;
- by post;
- via email (as long as the client's email address is known to the Company);
- by fax;
- by using its password to access the Prochoice website at <http://www.pro-choice.com.cy> or <http://prochoice.izidocs.com/new/>
- In general, various reports are provided to Clients in a Durable Medium, as below:
  - (i) Trade confirmation
  - (ii) Statement of Client's Portfolio -Financial Instruments and Funds

If the Client has access to Prochoice's Online Trading Platform he also has online access to portfolio position (financial instruments and available funds) and executed trades.

### *3.6.1. Trade confirmation*

When Prochoice has carried out an order on behalf of a Client Prochoice will provide the Client with a trade confirmation, including details to the executed transactions such as the quantity, the execution venue and actual execution price. The confirmation is to be provided no later than the first business day following execution or where Prochoice receives confirmation from a third party, no later than the first business day following receipt of the confirmation from the third party. Prochoice is not required to provide such Transaction confirmations if the same information is promptly dispatched to the Client by another person.

### *3.6.2. Statement of Client's Portfolio (Financial Instruments and Funds)*

Prochoice also sends on a yearly basis to Clients a statement of the Client's Portfolio (i.e., a statement of all Financial Instruments and funds held). This Statement of Client's Portfolio contains information on the Financial Instruments and funds held, including also information as to the value of the Financial Instruments together with an indication of a market price.

Where an estimated value is provided in such statements it is done on a **best efforts** basis. It is clarified that Prochoice does not provide valuation services in relation to the Financial Instruments held in a Client's Portfolio. Consequently, the value of the Client's Financial Instruments shown on the periodic statements will be based on information received from published sources and/or reasonable judgement in relation to which Prochoice accepts no responsibility for its accuracy and/or correctness.

### ***Reporting to Eligible Counterparties:***

Prochoice is able to agree with Eligible Counterparties different standards for the content and timing of reports than those applicable for Retail Clients or Professional Clients.

## **3.7. Regulatory Transaction Reporting Obligations**

Subject to MiFID II orders handled by Prochoice or quotes given by Prochoice in connection with a potential order, may result in details of the order, quote or any resulting transaction being provided to a competent Regulator or made public as further described below.

Where Prochoice provides a Service which results in a transaction, Prochoice may be required by the Regulators to report details of the transaction processed (including but not limited to details about the Client).

Transaction reporting obligations may arise as a result of various activities, including but not limited, to where the order is executed, or whether the order was generated for the Client under Prochoice's discretionary decision-making authority.

Prochoice may be required, subject to applicable law, to make public details as of the resulting transaction or provide such details to an Execution Venue, to enable such Execution Venue to comply with its reporting requirements under applicable law (e.g. MiFID II or MiFIR) or Prochoice may be directly required to make such details public. Similarly, Prochoice may be required to make public or disclose the details of any quotes provided to the Client for a potential transaction either to a Regulator or to another other client if is required by applicable law (known as Market Transparency Requirement).

**Important Note:** Additional regulatory reporting requirements, outside MiFID II, such as tax, may be applicable or imposed either on Prochoice or the Client. Further information are provided in **Part D: OTHER REGULATORY AND LEGISLATIVE INFORMATION.**

## PART B: POLICIES IN RELATION TO PROVISION OF SERVICES

Part B includes a summary of Prochoice's policies which are applicable and effective as of 3 January 2018, when executing and handling orders on behalf of a Client or Clients as per applicable law in scope of the conduct rules of Prochoice for the provision of the Services.

### 1. ORDER EXECUTION POLICY

Prochoice pursuant to its regulatory duty shall take all sufficient steps to obtain the best possible result for its Clients, taking into account the execution factors, on a consistent basis when executing, placing orders with or receiving and transmitting orders of clients to other entities, such as brokers, for transactions in Financial Instruments. Unless specific instructions are given by the Client, Prochoice, as a matter of principle, executes orders on terms most favorable to its Clients and follows the same execution principles for orders given by Clients and for decisions taken by Prochoice in portfolio management. This **primary principle** to obtain best possible results for Clients is referred to as Prochoice's obligation of **Best Execution**.

A separate but related obligation is to implement procedures and arrangements which provide for the prompt and expeditious execution of Client Orders. Prochoice's **Order Handling Policy** sets the basis on which Prochoice will provide Best Execution in compliance with applicable laws relating to investor protection and market abuse (see **Section 2** of this **Part B**).

Best Execution Policy and Order Handling Policy will be collectively referred to as the **Order Execution Policy**.

#### 1.1. Best Execution Policy

##### 1.1.1. *Scope of Application*

Only the Clients categorized as **Retail** or **Professional** fall within the scope of **Best Execution**. So, in case you have been categorized as a Retail Client or as a Professional Client, when we execute orders on your behalf, receive and transmit your orders for execution to third parties and/or place orders with other entities for execution that result from our decisions to deal in Financial Instruments on your behalf while providing the service of portfolio management, we will follow our **Order Execution Policy**.

Prochoice will always apply the principles of Best Execution where required under applicable law, unless specific instructions received from a Client restrict Prochoice's ability to apply the principles fully. Where there are specific instructions from the Client, Prochoice will execute the order following the specific instructions.

In case you have been categorized as an Eligible Counterparty, although the Order Execution Policy does not apply to you, in our relationship with you, we will act honestly, fairly and professionally and communicate in a way which is fair, clear and not misleading, taking into account the nature of you as a client and of our business.

The following cases are exempted from the obligation of Prochoice to execute orders on terms most favorable to its Clients:

- a) The client has been categorized as an Eligible Counterparty.
- b) Prochoice executes a Client order or a specific part of that order following specific instructions of the Client which relate to that order or part thereof.
- c) The Client posts an order via a Direct Electronic Access (DEA) system.

### *1.1.2. Transactions where Best Execution has Limited Scope*

#### **Single venue transactions**

The nature of a transaction may result in there being only one venue of execution and therefore the only pricing consideration is time of execution. It therefore precludes the use of comparable prices and the delivery of Best Execution.

#### **Online trading system**

Where the Client requests and get access to prices displayed on the Online Trading System and the Client decides to deal at the prices displayed, the Client is responsible for achieving his own Best Execution.

#### **Client Specific Instructions**

Any specific instruction of the Client may prevent Prochoice from taking the steps that it has designed and implemented in its Order Execution Policy to obtain the best possible result for the execution of those orders. When the Client's instructions relate to a part of the order, Prochoice applies its Order Execution Policy in respect of the elements that are not covered by such instructions.

If the Client does not provide any instructions, Prochoice will exercise its own discretion regarding the order in accordance with this Policy. The receipt of specific instruction may affect the relative importance assigned to the various execution factors and prevent Prochoice from taking the steps it has designed and implemented to obtain best execution in respect of the elements covered by such instructions.

### *1.1.3. Execution Factors and Criteria*

Prochoice in order to achieve the best possible result for the Client when executing orders is taking into account the following Execution Factors by reference to the Execution Criteria set out further below.

#### **Execution Factors**

At least the following factors are considered when executing or transmitting orders:

- (i) Price : of the Financial Instrument;
- (ii) Costs: the costs related to the execution (i.e. execution venue fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order);
- (iii) Speed: the speed of execution
- (iv) Likelihood of execution and its settlement;
- (v) Size of the order;
- (vi) Type of the Financial Instrument including whether it is executed on a Regulated Market, Multilateral Trading Facility (MTF), or over the counter (OTC);
- (vii) Client's instructions for the execution of the order;
- (viii) Any other consideration relevant to the execution of the order at Prochoice's discretion, e.g. prevailing market conditions, the availability of price improvement (the opportunity of an order to be executed at a better price that way is currently quoted publicly).

Prochoice may take into account, at its discretion, additional other factors, such as market conditions, considered at the time relevant for the execution.

### Execution criteria

Prochoice in order to determine the relative importance of each execution factor referred to above takes into account the following execution criteria:

- (i) The Client's categorization;
- (ii) The Characteristics of the Client order;
- (iii) The type of the Financial Instrument being the subject of the order; and
- (iv) The characteristics of the execution venues to which the order can be directed.

#### *1.1.4. Importance of Execution Factors in relation to Client Categorization*

Obtaining the best possible result requires prioritizing different execution factors relevant to the specific order of the Client. Outcomes for Clients may vary depending on the prioritization of execution factors in applying the primary principle.

### Retail Clients

When executing or transmitting on behalf of a Retail Client, the best possible result is determined in terms of:

- (i) the Total Consideration, which represents the Financial Instrument price and all costs related to the execution;
- (ii) the speed of the execution;
- (iii) the characteristics of the order and of the underlying Financial Instrument;
- (iv) the correctness of the execution.

### Professional Clients

When providing Professional Clients with best execution Prochoice is not required to prioritize the overall costs of the transaction as being the most important factor in achieving best execution. However, Prochoice considers that the most important execution factor for its Professional Clients is also the **Total Consideration** (as defined above). However, there may be circumstances where the primary execution factors may vary and price is no longer the dominant execution factor; for example, for transactions in illiquid securities, likelihood of execution and market impact become more important. The importance of these factors and how they are treated may vary depending on the characteristics of the order, the type of the financial instrument which is the subject of the order and the characteristics of the execution venues to which the order can be directed.

Prochoice cannot guarantee that it will be always possible to execute an order at the best price available due to market conditions and liquidity of the market, but Prochoice will always strive to execute an order in accordance with this Policy.

#### *1.1.5. Execution Venues*

**Appendix I** shows a list of the Execution Venues on which Prochoice considers it enables it to obtain on a consistent basis Best Execution.

In cases where more than one competing venues exist for the execution of an order, Prochoice assesses and compares the results in each one of the execution venues in order to achieve the best possible result for the client. Prochoice will select an execution venue based primarily on the availability of best pricing for the specific Financial Instrument and the amount of accessible liquidity offered by the execution venue. In some circumstances, depending on the nature and features of the Financial instruments, there may be only one and/or limited execution venues, and in executing a trade Prochoice shall be deemed to have provided the best possible result in respect of these types of Financial Instruments.

In other instances, the Client, may instruct Prochoice to route his order to a particular venue or to use certain order types or access certain liquidity events (e.g. auction or listed bonds or derivatives). In such case Prochoice will consider additional execution venue criteria, considering but not limited the overall technical and operational offering of an execution venue, connectivity, reliability and clearing requirements as well as the costs of accessing such execution venue. Prochoice may, subject to Client's express consent, execute orders in an execution venue that is not a Regulated Market or an MTF or OTF. There are consequences of executing transaction outside Regulated Market or an MTF or OTF, including counterparty risk.

Prochoice may execute a Client's order either at an execution venue in which it is a member or, in case it is not, through another broker which is a member and has access to the specific execution venue. In such a case, the Company takes all reasonable measures to achieve the best possible result based on its order execution policy, ensuring that the other entity has those execution specifications that will allow Prochoice discharge its obligations deriving from its order execution policy.

Prochoice regularly assesses the Execution Venues available in respect of any Financial Instruments that it trades to identify those that will enable Prochoice, on a consistent basis, to obtain the best possible result when executing Clients' orders taking into account execution factors and criteria. The list of Execution Venues may be updated, if considered necessary, following such assessment, and any changes or updates are posted either through durable medium or on Prochoice's website.

#### *1.1.6. Reception and Transmission of Orders to third parties*

Prochoice will generally place or transmit clients' orders via third-party Brokers and Counterparties/ Intermediaries for execution.

The choice of Brokers or Counterparties has a direct impact on price and cost of the execution, thus on Total Consideration. For the selection of brokers and counterparties, Prochoice applies a due diligence procedure which considers a number of criteria including assessment of:

- (i) financial soundness of the broker and counterparty;
- (ii) access to execution venues or other brokers and counterparties;
- (iii) reliability of execution and settlement process.

Prochoice ensures that the best execution policies and practices of its associates Brokers or Counterparties are compliant with the best execution requirements under MiFID II. In addition, Prochoice regularly monitors and evaluates the quality of services provided by the third party associates during the term of their cooperation.

Prochoice is considered to have taken all sufficient steps so as to obtain the best possible result for its Clients, to the extent that it follows specific instructions from its clients, when placing an order with, or transmitting an order to a third party for execution; in this case Prochoice is not required to take any additional measures.

The list of Prochoice's associates may be updated, if considered necessary, following such assessment, and any changes or updates are posted either through Durable Medium or on Prochoice's website.

#### *1.1.7. Execution of orders over-the-counter (OTC)*

Prochoice may execute or accept instructions to execute orders in financial instruments traded over-the-counter (OTC). A financial instrument or a transaction is an Over-the-Counter or OTC product or transaction when it is:



- (i) not admitted to trading, or
- (ii) not traded on a trading venue (i.e. a Regulated Market, an MTF or OTF), or
- (iii) trading on a trading venue but transacted on OTC.

When executing orders or taking the decision to deal in OTC products including bespoke products, Prochoice checks the fairness of the price proposed to the Client when executing orders or taking decisions to deal in OTC products, by gathering market data used in the estimation of the price of such products and, where possible, by comparing with similar or comparable products. While execution of order over-the-counter may provide an improved execution price and faster execution, the Client shall take into consideration of additional risks may be incurred including (but not limited to):

- (i) A settlement risk may be incurred as transactions will be subject to counterparty risk and will not be covered by the relevant clearing and settlement rules of a Regulated Market or MTF or OTF and relevant central counterparty clearing house.
- (ii) Transactions are not be subject to the rules of Regulated Market or MTF or OTF, which are designed to provide for a fair and orderly treatment of orders.

#### **Consent for OTC transactions**

If the possibility for the execution of an order at over the counter exists, Prochoice will notify the Client of such possibility. However, before proceeding to execute any order for transactions outside a Regulated Market or MTF or OTF such as OTC, the **prior express client consent** should be received. This consent may be in the form of a general agreement or in respect of individual transactions.

**The Client, upon signing the Investment Services Agreement for the provision of Services will be deemed to have expressly given his consent to Prochoice for the execution of orders in Financial Instruments outside Regulated Market or MTF or OTF such as in OTC.**

#### *1.1.8. Exceptions /Limitations*

Under certain circumstances Prochoice may be unable to fulfil its Best Execution obligations in full. However, irrespective of these circumstances Prochoice will make every effort to continue to act honestly, fairly, professionally and communicate in a way that is fair, clear and not misleading. Such circumstances, not exhaustively, are noted herein below.

#### **Extreme market conditions**

During extremely volatile markets an order may be executed at a price substantially different from the quoted best bid or offer or an order may be executed only partially. In the case of a market disruption event, orders may be treated by the market as though Prochoice is acting as an agent with discretion.

In extreme market situations trading system constraints may require automated trading systems to be suspended. Such events may lead to execution delays and increased price volatility. If Prochoice is aware of such circumstances, it will notify its Clients prior to executing or transmitting their orders. Once the Client has agreed to proceed with its order, the most important execution factor becomes executing orders in time.

#### **Illiquid markets**

In case of less actively traded Financial Instruments, Prochoice may not be able to execute orders with the best possible result. Such situations can occur, for example, under the following circumstances:

- (a) supply and/or demand is limited for a given Financial Instrument;
- (b) determination of price is not fully transparent;
- (c) abrupt changes in market prices.

In case of manual execution, Prochoice should notify the Client of these special circumstances and has to receive an explicit instruction to proceed with the execution of the order.

### **Extraordinary, unforeseen circumstances**

In case of extraordinary, unforeseen circumstances (such as computer system failure, system unavailability at a specific execution venue) which do not permit the Company to execute orders on terms most favorable to the client and in line with its Best Execution Policy, the Company will execute orders in the most reasonable manner taking into account those factors which render compliance with its policy impossible.

## **1.2. Order Handling Policy**

Prochoice, subject to applicable laws, implements procedures and arrangements which provide for the prompt, fair and expeditious handling of execution of Client orders, relative to other Client orders.

Prochoice is a member of:

- the Cyprus Stock Exchange (CSE) since 2009
- the Athens Stock Exchange (ASE) since 2010

Clients' orders can be received, transmitted and executed for financial instruments listed (such as shares, rights, warrants, bonds, debentures, treasury bills) on the markets of the CSE and ASE.

Prochoice is committed to execute or transmit the orders sequentially and promptly on a first come first served basis, unless the nature of the order, the market prevailing conditions or the Client's interests require to proceed differently. Prochoice's objective is that Financial Instruments or Client funds received in settlement of that executed order are promptly and correctly allocated to the Client. Prochoice applies Delivery Versus Payment (DVP) settlements following clients' orders, provided that such settlement process is applicable in the market.

Prochoice shall always fulfil the following conditions when carrying out client orders:

- (a) ensure that orders executed on behalf of clients are promptly and accurately recorded and allocated;
- (b) carry out otherwise comparable client orders sequentially and promptly unless the characteristics of the order or prevailing market conditions make this impracticable, or the interests of the client require otherwise;
- (c) inform a retail client about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.

Prochoice when executing a Client order chooses the place of execution that, in Prochoice's opinion, will provide the Client with the best result. Prochoice considers that in determining the best result in terms of Total Consideration (referred in Section 1), the main criteria when choosing between execution venues are:

- (i) efficient pricing, such as the size of bid-ask spreads,
- (ii) liquidity offered by the venue,
- (iii) currency, and
- (iv) access to price information.

In case a Client's limit order of traded shares is not immediately executed under the prevailing market conditions, Prochoice should make this order public without undue delay. Prochoice can disregard this requirement only if it has an express instruction from the Client to do so.

### 1.2.1. Trading Orders for Listed Financial Instruments

All trading orders of listed financial instruments are entered in special trading systems of Regulated Markets or MTF or OTF. It should be noted that not all the types of orders are available in all regulated markets. The investor should be informed whether the type of the order that he/she wishes to place is supported by the system of the Regulated Market in which he/she wishes his/her transaction to be executed. The buy/sell orders of financial instruments should specify several items of information, such as the financial instrument, the number of units, the price, the client's trading account etc.

With respect to Price, the order may be:

- **Limit Orders (LMT):** LMT is the order entered at a specific price. The price is the highest price at which you are willing to buy or the lowest price at which you are willing to sell. Consequently, a limit order is traded at the specific price stated in the order or at any other better price.
- **Market Orders (MKT):** MKT is the order entered for a specific quantity of securities at no specific price. A MKT order is entered at no specific price and is immediately matched with the existing opposite orders at BBO. MKT orders may be matched at more than one price, if the volume of the MKT order is bigger than the corresponding volume of the opposite order at BBO. Provided there is unmatched balance of the MKT order, then this is converted into a limit order at the price of the last trade executed through this specific order.
- **At the Open (ATO):** ATO is an order entered with no price limit during the pre-opening phase exclusively and pertains to trade at the opening price. The unmatched balance of the order is cancelled. The ATO order is not displayed in the best bids/offers; it however, participates in the auction price determination process.
- **At the Close (ATC):** ATC is an order entered with no price limit and pertains to trade at any closing price. These orders may be entered at any phase prior to the closing phase; they are however, activated and may be matched only during this phase.

With respect to the duration of the order, subject to the rules of the relevant market and Prochoice's discretion to accept, the following order types exist and may be applied:

- **Day Order:** Day Order is the order with a daily duration that remains active until cancelled or matched. At the end of the session, all day orders which have not been matched are automatically cancelled and withdrawn from the system. Orders for which no duration is determined in advance are considered to be good for day orders.
- **Good till Date (GTD):** A GTD order allows you to enter a specific date at which the order is to expire and be withdrawn from the system. GTD orders, not matched or cancelled, remain active in the system for as long as their price remains within the permitted price limits.
- **Good till Cancelled (GTC):** A GTC order remains in the system as an active order until matched or cancelled. GTC orders, not matched or cancelled, remain active in the system up to the expiry date provided that their price remains within the permitted price limits. The order is automatically withdrawn from the system as from the trading session following the expiry date.

### 1.2.2. Aggregation of Orders

Prochoice may aggregate Client orders, provided the following conditions are met:

- (i) the aggregation of orders and transactions is unlikely to work overall to the disadvantage of the Client whose order is to be aggregated;
- (ii) Prochoice has disclosed to the Client whose order is to be aggregated that such aggregation may work to the Client's disadvantage in relation to a particular order;

1.2.3. Prochoice applies effectively its policies regarding the aggregation and allocation of Client orders

### 1.2.4. Block Trades

Some transactions are large enough in relation to the typical trading volumes or market capitalization, to have a significant negative impact on the market price. Such transactions ("block trades") may receive special treatment whereby the likelihood of achieving full execution of the order becomes a crucial factor.

### *1.2.5. Additional Assessment Execution Factors for Specific Financial Instruments*

Below are provided additional execution factor considerations in relation to specific types of financial instruments and nature of discretion exercise on how Prochoice aims to ensure best execution with focus on the most relevant execution factor(s). Whilst they set out the order of relative priority, a variety of other criteria are taken into account in assessing this and appropriate consideration will be made based on a transaction by transaction basis.

This section is in addition to the general description of execution factors affecting Best Execution referred herein above. Where relevant, all the different factors will be included in our trading scenarios even where they are not explained or mentioned below.

#### **Equities and equity-like instruments**

Orders relating to Equities include orders: in Shares, Transferable Securities, Depositary receipts (ADRs and GDRs), Exchange Traded Funds (ETFs) and similar instrument.

The most important execution factors in relation to Equities are **Price** and the **Costs** including commissions and fees relating to execution. Other factors that Prochoice will also consider are the likelihood of execution, the size of the order, the speed as noted herein above. Orders of Equities are generally passed to executing brokers for execution who are exchange members with access to the relevant exchange, or who have special expertise and country exposure required for best execution.

Prochoice is a direct member of the Cyprus Stock Exchange (the "CSE") and a remote member of the Athens Stock Exchange (the "ATHEX"). Equity orders received by Prochoice for the CSE and ATHEX are executed via the common trading platform.

#### **Fixed Income (Bonds)**

Fixed Income orders mainly relate in bonds, such as Government Bonds, Supranational, Corporate Bonds, and Emerging Market Bonds. Regarding listed bonds on the CSE and the ATHEX, where Prochoice is a member and executing broker, Prochoice transmits the orders via the common trading platform. Transactions in Fixed Income tend to be quote- driven rather than execution-driven. Therefore, in these cases, Prochoice's best execution obligation, if applicable, is fulfilled if the prices given to the client are close to market prices.

It should be noted that with less liquid instruments there may be only one liquidity provider and therefore only one available price to deal on. In such cases, Prochoice will check the fairness of any price proposed by gathering market data relevant to the estimation of such a price (such as yield curves, volatility, yield and price spreads) and, if possible, comparing to similar assets. In the case of structured notes the price of a structured note is based on an underlying reference item.

### *1.2.6. Review / Monitoring*

Prochoice monitors on a regular basis the effectiveness of its Order Execution Policy and, where appropriate, corrects any deficiencies. Prochoice reviews on an annual basis the Order Execution Policy and the order execution arrangements whenever a material change occurs that affects Prochoice's ability to continue obtaining the best possible result for its clients. Any revisions and updates of this Policy will be published and posted on Prochoice's website: [www.pro-choice.com.cy](http://www.pro-choice.com.cy)

## 2. COSTS, CHARGES AND INDUCEMENTS

### 2.1. Costs and Associated Charges

Information on the costs and associated charges, in respect of the Services provided by Prochoice, are made available to you, as set out in the Investment Services Agreement.

The costs and charges for Prochoice's Services are illustrated in the Company's **Fee Schedule**. The current policy is set out in **Appendix II**.

The Fee Schedule can be requested at any time from the Clients' Service Officers. The Fee Schedule may be subject to change from time to time, or on a case -by-case basis in accordance with Prochoice's internal policies and procedures. Further, as may be agreed in writing between a Client and Prochoice as to the terms of specific Services or Financial Instruments specific fees may apply, which override the indicative fees and charges set out in the Fee Schedule which are subject to the provisions of the Investment Services Agreement entered into and executed between the Client and Prochoice.

#### 2.1.1. Illustrations of Ex-Ante / Ex-Post Costs

A holistic illustration showing the cumulative effect of costs on return when providing investment services, including costs additional charges for investment services, such as execution and/or custody costs, are available and can be provided to the Client on an ex-ante and ex-post basis. Such an illustration on an ex- ante basis will be provided to the Client prior to the provision of investment services as will be amended or revised from time to time.

#### **Ex-Ante (Pre-trade disclosure of costs and charges estimate)**

Unless otherwise agreed, Prochoice discloses costs and charges prior to the provision of the elected Service, taking into account the Client's categorization.

Costs and charges, *for Execution Service only*, such being for example, Transaction commissions, administration fees, stamp duty fees, and other fees in connection with the safekeeping account management, are not disclosed separately, or even partially, and are set out in the Fee Schedule. An itemized breakdown of the actual fees and charges incurred for a transaction is available upon request. Costs and charges for any investment advice or portfolio mandate are provided independently.

It is noted that the costs and charges shown in the Fee Schedule, other than those payable to Prochoice are based on reasonable estimates and assumptions but may be more or less than the amounts shown. For the calculation and disclosure of costs and charges, where applicable, Prochoice uses data available at the point in time of the execution of the order or earlier. It is noted that real time data may differ from the valuation that may be contained in any prior report or statement provided to the Client.

#### **Ex-Post (Post-trade disclosure)**

Prochoice on an annual basis will provide the Client with a report of aggregated costs which have actually been incurred by the Client for the Services offered. Such information as to the aggregated costs a Client incurred for the Financial Instruments held in the Portfolio will be included within the regular annual Portfolio statement report.

The calculation of any percentage figures contained in such report will be based on the average invested capital over the reporting period. Other service costs, e.g., administration fees and other fees in connection with safekeeping account management, might be aggregated in the aggregate amount of costs and charges and are not disclosed separately.

### **3. CONFLICTS OF INTEREST POLICY**

Prochoice has obligations to address requirements and best practices as described within applicable law, relating to the identification and management of Conflicts of Interest. A conflict of interest may arise when the personal interests of a person may conflict with his professional obligations towards the Company, its personnel and its Clients, or where the interests of Clients may conflict between each other, or where there is conflict of interest between the Company and the Group it belongs. The Conflicts of Interest Policy of Prochoice is in accordance with the demands of the Law.

The philosophy and practice of the Company's Conflicts of Interest Policy have always been the Company's way of conducting business, which always operates bearing in mind the clients' interests and takes every necessary measure to ensure their protection. Our Company shall not endanger its clients due to conflicts of interest.

The Company identifies, manages, records and, where relevant, discloses potential conflicts of interests between itself and its clients and/or between existing, potential or past clients and/or between the Company and the Group it belongs and has in place a policy relating to conflicts of interest (The **Conflicts of Interest Policy**).

The **Conflicts of Interest Policy** objective is to continuously and proactively identify situations where conflicts of interest may arise during the provision of investment and ancillary services and to outline the measures taken for the prevention and effective management of such cases, in order to avoid impact on clients' interests. Prochoice is obliged to deal with conflicts of interest with consistency, responsibility, fair dealing, and effectiveness.

#### **3.1. General Principles**

The Company's Conflicts of Interest Policy, in general includes the following principles:

- (a) identify with reference to the investment and ancillary services carried out by the Company, the circumstances which constitute or may give rise to a conflict of interest entailing a material risk of damage to the interests of one or more Clients;
- (b) specify procedures to be followed and measures to be adopted in order to manage such conflicts;
- (c) ensure that the procedures and measures taken are designed to ensure that relevant persons engaged in different business activities involving a conflict of interest, carry on those activities at a level of independence appropriate to the size and activities of the Company and to the materiality of the risk of damage to the interests of Clients.

For the purposes of paragraphs (b) and (c) above, the Company follows procedures and has adopted measures that include the items listed below, which are considered necessary and appropriate so as to ensure the requisite degree of independence:

- (a) effective procedures are in place in order 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 the Company

- (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 the provision of investment and ancillary services
- (e) measures to prevent or control the simultaneous or sequential involvement of a relevant person in separate activities where such involvement may impair the proper management of conflicts of interest

### **Identification of Cases of Conflict of Interest**

For the purposes of identifying the types of conflict of interest that arise in the course of providing investment and ancillary services, or a combination thereof, and whose existence may damage the interests of a Client, the Company is taking into account, by way of minimum criteria, the question of whether the Company or a relevant person, or a person directly or indirectly linked by control to the Company, finds itself in any of the following situations, whether as a result of providing investment or ancillary services or investment activities or otherwise:

- (a) the Company or that person is likely to make a financial gain, or avoid a financial loss, at the expense of the Client;
- (b) the Company or that 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;
- (c) the Company or that person has a financial or other incentive to favor the interest of another Client or group of Clients over the interests of the Client;
- (d) the Company or that person carries on the same business as the Client;
- (e) the Company or that person 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.

## **3.2. Prevention and Management**

When potential Conflicts are identified the primary purpose is to prevent them from occurring whenever possible. If this is not possible, a Conflict must be properly managed to mitigate adverse effects to clients. Therefore, Prochoice adopted a series of measures for the prevention and management of conflict of interest situations, identified during the provision of investment and ancillary services to clients, some of which are listed below:

### *3.2.1. Separate supervision and segregation of duties/functions*

In order to prevent and/or control the simultaneous or sequential involvement of a person in separate services or activities, where such involvement may lead to situations of conflicts of interest or may impair the proper management of conflicts. The principle of segregation of duties is reflected to the existing organizational structures, procedures and internal controls, in order to ensure confidentiality of important information among the units of Prochoice.

### *3.2.2. Option to refuse provision of services*

Where services are already provided to a Client and it is obvious that, by the provision of services to another new client, a conflict of interest may arise, which cannot be dealt with effectively, we may refuse to provide services to the second client.

### *3.2.3. Chinese Walls /Management of confidential and other information*

Chinese wall arrangements are implemented to manage the information flow within Prochoice, especially where sensitive client information is handled. They are implemented both in the information systems and also extend to the physical separation of the units and the persons employed in Prochoice, to avoid information leakage and unsecure physical access to records. As a consequence, employees have access only to data and information deemed necessary for the fulfilment of their duties.

### *3.2.4. Remuneration (including non-financial remuneration, e.g. benefits in kind/career progression)*

We take measures to ensure that we do not remunerate or assess the performance of our staff in a way that conflicts with Prochoice's duty to act in the best interests of our Clients. We assess and remunerate the performance of staff in a way that conflicts with the Clients' best interests is prohibited.

### *3.2.5. Inducements*

Under certain circumstances, we prohibit the payment and/or acceptance and retaining of fees, commissions and any monetary or non-monetary benefits to or from persons other than our clients (e.g. advisory firms, issuers, distributors and other third parties), unless certain criteria are met (refer to Part B: Section 2, Inducements). This prohibition is intended to ensure that such fees, commissions and benefits are not inducements and, as such, do not introduce conflicts with clients' interests by influencing the behavior of the staff.

### *3.2.6. Information on Financial Instruments and Services*

Prochoice, as provided in Part B of this document, applies an Order Execution Policy when providing Investment Services, seeking to achieve the optimum result for the client, considering the total price for the Financial Instrument, the speed and the propriety of executing the Client's order. The ultimate goal is the avoidance of a conflict of interest between the Company and its Clients or between the Clients.

### *3.2.7. Forbidden Transaction Practices*

In order to prevent potential conflicts of interest between the Company, the following transaction practices are strictly forbidden; and all employees are aware of the following forbidden transaction practices, and it's their responsibility to inform the Compliance Officer immediately in case any of these appear:

- the provision to a Client of investment and ancillary services with the purpose of influencing the price of financial instruments for the benefit of the Company or related persons, particularly with respect to transactions that the Company or related persons are about to effect before or after the provision of the said investment and ancillary services.
- the use of Client transaction information by the Company for own benefit or the announcement to third persons of such information.
- the preferential treatment of Company members of staff at the expense of its Clients, during the provision of the investment and ancillary services to a Client.
- the effect of transactions by members of the Company's staff and directors for their own account, or for the account of persons related to them, on the basis of confidential information which they acquire during course of their employment with the Company.

## **3.3. Procedures & Controls for the Identification, and Management of Conflicts of Interest**

1. All relevant persons of the Company shall become aware of this Policy and the Compliance Officer shall ensure that the relevant employees will have the ability and knowledge to identify such cases of conflict of interests.



2. Given the nature of the conflict of interest situation, the Compliance Officer shall decide whether to allow the transaction by notifying the Client, or not allow the transaction all together.
3. Prochoice's Compliance Officer is monitoring compliance with these measures and therefore with the management of Conflicts. Prochoice's Compliance Function keeps and regularly updates a record of conflicts of interest and senior management receives a written report, at least annually, where conflicts of interest have arisen.
4. The relevant persons of the Company, when faced with a possible conflict of interest situation as indicated in the above, will immediately contact the Compliance Officer and notify him of the fact.
5. Disclosure and Management of Conflicts of Interest:  
Where organizational or administrative arrangements made by the Company to prevent and/ or mitigate conflicts of interest from adversely affecting the interest of its Clients are not sufficient to ensure, with reasonable confidence, that risks of damage to Client interests will be prevented, the Company shall clearly disclose to the Client the general nature and/ or sources of conflicts of interest and the steps taken to mitigate those risks, before undertaking business and/ or refrain from acting for the Client concerned.

It is noted that, under applicable law, disclosure is a measure of last resort that is used only when other arrangements made by Prochoice to manage conflicts are not deemed sufficient to ensure with reasonable confidence that the risk of damage to the interests of a client will be prevented.

The disclosure will be made in a durable medium and include a specific description, sufficient detail, explaining the nature and source of the potential Conflict, risk/s associated or that may arise as a result of the Conflict, and the steps taken to mitigate such conflict as to enable the Client to make an informed decision with respect to the Service provided or demanded by the Client. The disclosure shall clearly state that the organizational and administrative arrangements established by Prochoice to prevent or manage the potential Conflict are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of the client will be prevented. Following such communication, the consent of the Client shall need to be obtained and recorded before proceeding with the provision of the Service.

For the avoidance of doubt, disclosures herein are made by Prochoice in order to provide the Client with general information as to Prochoice's approach to managing conflicts generally and not due to Prochoice having concluded that its arrangements for managing Conflicts are insufficient. It is noted that if a Conflict arises which cannot be sufficiently mitigated through disclosures or other controls Prochoice will not process any such transaction or relationship.

The Compliance Officer shall have the responsibility to make/oversee such communication.

6. Recording of instances where there is a risk of Conflicts of Interest:  
The Compliance Officer shall have the responsibility to keep and regularly update a record of the kinds of investment service or activity carried out by the Company in which a conflict of interest entailing a material risk of damage to the interests of one or more Clients has arisen or, in the case of an ongoing service or activity may arise, including any actions taken, as well as any consents given.

The Board of Directors is responsible for approving the Conflict of Interest Policy. Additional information on the Conflict of Interest Policy is available upon request.

## 4. COMPLAINTS HANDLING PROCEDURE

The aim of Prochoice is to provide high standard investment services and financial instruments and to serve the clients' interests in the best way possible. However, we understand that there may be cases where the Client may not be entirely satisfied. In such a case, the Client has a right to complain and to have his query investigated. To this effect, the Company has created a [Complaint Submission Process](#), which is being applied when a complaint or accusation is being submitted by a Client. In such a case, every effort will be made to resolve any outstanding issues in a fair and speedy way, in adherence, at all times, with the legislation.

The first step for the Client is to raise the complaint by telephone with the person in Prochoice in charge of the service to which the complaint refers. If the matter cannot be addressed by the responsible employee directly, the relevant manager will become involved.

If the Client is not satisfied with how the complaint has been handled, he may, as a second step, submit a complaint to Mr. Andreas Leonidou, the designated Complaints' Handling Officer of Prochoice, who has the authority to handle and investigate any accusations or complaints that may be submitted to him.

Your complaint can be submitted to Prochoice' Complaints' Handling Officer in the following ways:

1. In writing to Prochoice' Complaints' Handling Officer, by completing and sending him the relevant document which you can download from the Company's website: <http://www.pro-choice.com.cy>
2. By telephone at +357 24 661192
3. By e-mail at the following address: [aleonidou@pro-choice.com.cy](mailto:aleonidou@pro-choice.com.cy)

Prochoice directly registers your complaint in the internal records kept for this purpose giving a unique reference number 'Unique Reference Number' which will notify you in writing within five (5) days from the date of receipt of your complaint, confirming also the receipt of your complaint.

This Unique Reference Number can be used in the future for any communication that you may have with Prochoice, the Financial Commissioner 'Financial Ombudsman' and/or the CySEC, regarding this specific complaint.

The Complaints' Handling Officer will proceed to investigate the complaint and will prepare a report to be submitted to the Company's Executive Committee for decision. He may also contact you to request further information and /or clarifications.

Prochoice within two (2) months from the receipt of the complaint is obliged to inform you in writing of the outcome /decision. If this is not possible within the two (2) months period, Prochoice will inform you about the reasons for the delay stating the period within which the investigation is likely to be completed, which may not exceed the three (3) months after the submission of the complaint.

The decision of Prochoice will be notified immediately and in writing. Client's complaints will be addressed in accordance with Prochoice's applicable procedure and in any case with due care and diligence. Further information on Complaints Procedure is available on Prochoice's website at <http://www.pro-choice.com.cy>

## 5. INVESTOR COMPENSATION SCHEME / DEPOSIT GUARANTEE SCHEME

Subject to the services offered to Client by Prochoice, as per applicable laws, the Clients' investments may be protected, **to some extent**, under the scheme of the Investor Compensation Fund (ICF).

### 5.1. Investor Compensation Fund (ICF)

According to the relevant legislation and Directive D187-07 for the operation of the ICF, dated 8 March 2019, issued by the Cyprus Securities and Exchange Commission ("CySEC") for the Continuance of the Operation and the Operation of the IF Investor Compensation Fund ("the Directive"), the object of the ICF is to secure the claims of the covered clients against investment firms, members of the ICF (hence forth "participating CIFs"), through the payment of compensation in cases where the concerned participating CIF is unable, due to its financial circumstances and when no realistic prospect of improvement in the above circumstances in the near future seems possible:

- (a) to return to its covered clients funds owed to them or funds which belong to them but are, directly or indirectly, held by the participating CIF in the context of providing investment services to the said clients, or
- (b) to hand over to covered clients financial instruments which belong to them and which the participating CIF concerned holds, manages or keeps on their account.

The ICF does not cover Professional Clients or Eligible Counterparties. The total payable compensation to each covered client of an ICF's member **may not exceed €20,000 (EURO twenty thousand)**, irrespective of the number of accounts held, currency and place of offering the investment service. The maximum payable compensation to each covered client equals €20.000 (EURO twenty thousand) or 90% of the covered client's claim, whichever is lower. This means that, if the claim determined is €40.000, and the participating CIF is unable to pay, the client will get a compensation of €20.000 from the ICF. However, if the determined claim is for €10.000, the coverage will be only 90% of €10.000, i.e., €9.000.

CIFs established and operating in the Republic of Cyprus, other than banks, offering investment services (the "participating CIFs"), are members of the ICF. The ICF constitutes a legal entity under private law, the administration of which is exercised by a five-member Management Committee. The ICF commenced operations on the 30<sup>th</sup> May 2004.

#### 5.1.1. Covered services for compensation under ICF

Covered services constitute the following investment services:

- 1) (i) reception and transmission, on behalf of clients, of orders relating to the execution of transactions in one or more Financial Instruments,  
(ii) execution on clients' account of orders, referred to in this paragraph (i),
- 2) dealing in Financial Instruments for own account,
- 3) managing of investment portfolios in accordance with mandates given by clients on a discretionary basis where such portfolios include one or more Financial Instruments,
- 4) underwriting the issuance of one or more Financial Instruments and/or placement of such issues, as well as the ancillary service of
- 5) holding in custody or administration of one or more Financial Instruments.

### *5.1.2. Covered Clients*

Covered clients are participating CIFs' clients, **except** those included in the following investor categories (as classified by the relevant legislation):

1. Institutional and professional investors such as:
  - (a) Investment Firms (IFs),
  - (b) legal entities associated with a participating member of the ICF and, in general, belonging to the same group of companies as the participating IF,
  - (c) banks,
  - (d) co-operative credit institutions,
  - (e) insurance companies,
  - (f) collective investment undertakings in transferable securities and their management companies,
  - (g) social insurance institutions and funds,
  - (h) Investors that have been classified by the participating IF as professionals, upon investors' own request, in accordance with the provisions of paragraph B of the Second Annex of the Law.
2. States and supranational organizations.
3. Central, federal, confederate, regional and local administrative authorities.
4. Enterprises associated with a participating IF.
5. Executive and managerial officers of a participating IF.
6. Shareholders of a participating IF whose direct or indirect shareholding in the participating IF's capital amounts to at least 5% of its share capital, or the participating IF's associates who are personally liable for the participating IF's obligations, as well as persons responsible for carrying out the financial audit of the participating IF as provided by the Law, such as its qualified auditors.
7. Investors holding positions or duties corresponding to the ones listed in 5 and 6 note, in enterprises which are either associated or in general belong to the same group of companies as the participating IF.
8. Up to and including second degree relatives and spouses of persons listed in 5, 6 and 7 notes as well as third parties acting on behalf of these persons.
9.
  - (a) Investors that their claim is arising from transactions of persons convicted of a criminal offence, for the aforementioned transactions, under the provisions of the Prevention and Suppression of Money Laundering Activities Law of 2007 (as the same is amended and/or replaced from time to time).
  - (b) Investors-clients of a participating IF responsible for events which have caused financial difficulties to the participating IF or which have contributed to the aggravation of its financial situation, or investors-clients of a participating IF who have benefited from such events.
10. Other companies of the same Group.
11. Corporate Investors, which due to their size, are not allowed to draw a summary balance-sheet in accordance with the Companies Law of the Republic of Cyprus or a corresponding law of a member state of the European Union.

### *5.1.3. Prerequisites for initiating the procedure for compensation*

The ICF initiates compensation payment procedures when at least one of the following prerequisites is met:

- (a) The CySEC deemed through a relevant decision that a participating CIF does not appear for the time being able to meet its obligations arising from its clients' claims, in connection with covered services provided, as long as such inability is directly related to the participating CIF's financial position which is not expected to improve in the near future, or
- (b) The Court, based on reasons directly related to the financial situation of a participating CIF, has issued a ruling, which has the effect of suspending the ability of the covered clients to pursue their claims against that participating CIF.

The CySEC issues its decision for the commencement of compensation payment procedure from the ICF, within a reasonable time, and publishes the relevant information on its website. Upon issuance of a decision by the CySEC

or a Court ruling in accordance with paragraphs (a) and (b) above, for the commencement of compensation payment procedures, the ICF publishes in at least two newspapers of broad national circulation, an invitation to covered clients to make their claims, arising from covered services, against the affected participating CIF. The invitation should designate the procedure, content and deadline for submission of pertinent applications.

## **5.2. Calculating the amount payable for compensation**

The amount of compensation payable to each covered client is calculated in accordance with the legal and contractual terms, especially those in relation to the set off rules and counterclaims, that apply for the valuation on the date of commencement of the compensation payment procedure, of the amount of the capital or value determined with reference to the market value wherever possible, of the financial instruments that belong to the covered client and which the participating CIF is unable to repay or return, respectively.

The amount of payable compensation is derived by summing up all of the covered client's documented claims against the participating CIF. Such claims arise from all the investment services provided by the participating CIF, regardless of the number of accounts to which a client is a beneficiary to, the currency as well as the place of provision of the service, within the European Union.

Upon completing the valuation, the ICF:

(a) issues and communicates within five working days to both the CySEC and the participating CIF, its decision for the compensation, along with the amount of money each client is entitled to receive.

The decision also lists the clients to whom compensation will not be given and the reasons for such a decision.

(b) communicates its decision to each affected client, as soon as practicable from the date of its issuance.

In case of disagreement with the ICF's decision, the claimant has the right to appeal the decision to the CySEC, justifying sufficiently his alleged claim, within one month from receiving the relevant communication. The justified disagreement should be submitted by email to [info@cysec.gov.cy](mailto:info@cysec.gov.cy) with subject "Objection to the ICF decision". The CySEC has to conclude on the objection within 45 days and in case that any mistake is noted at the evaluation conducted by the ICF, the CySEC will ask ICF in writing to take corrective measures and inform accordingly the affected client.

The ICF pays the covered clients the estimated compensation in Euro within three months from the communication of its decision to the said client. In exceptional and justified cases the ICF may ask CySEC to extend this period of time by further three months.

For any further information regarding the Regulations please refer to the CySEC' website at: <https://www.cysec.gov.cy/en-GB/complaints/tae/> or contact the ICF's Management Committee offices at:

Management Committee of the Investor Compensation Fund for IF Clients  
19 Diagorou Str., 1097 Nicosia

## PART C: FINANCIAL INSTRUMENTS AND RELATED INVESTMENT RISKS

Part C contains information about some Financial Instruments, including guidance on and warnings of the risks associated with those Financial Instruments. It is provided herein so that the Client is able to understand the nature and risks of the service and of the specific type of Financial Instrument being offered and, consequently, take investment decisions on an informed basis. This Part C cannot disclose all the risks and other significant aspects of Financial Instruments.

**A Client shall not deal in Financial Instruments unless he understands their nature and the extent of his exposure to risk and potential loss. A Client should also be satisfied that the product and/or service is suitable for him in light of his circumstances and financial position and, where necessary, he should seek appropriate independent advice in advance of any investment decisions.**

Risk factors may occur simultaneously and/or may compound each other resulting in an unpredictable effect on the value of any investment. In any of the situations described below, the use of leverage (which has the effect of magnifying potential positive or negative outcomes) may significantly increase the impact on any of the risks described.

All Financial Instruments carry a certain degree of risk and even low risk investment strategies contain an element of uncertainty. The types of risk that might be of concern will depend on various matters, including how the instrument is created, structured or drafted. The specific risks of a particular Financial Instrument or transaction will depend upon the terms of the product or transaction and the particular circumstances of, and relationships between, the relevant parties involved in such product or transaction. Different Financial Instruments involve different levels of exposure to risk.

Set out below in Section 1 of this Part C is an outline of the major, generic categories of Financial Instruments and risks that may be associated with certain generic types of Financial Instruments, which should be read in conjunction with Section 2 of this Part C.

### 1. GENERIC DESCRIPTION OF FINANCIAL INSTRUMENTS

Prochoice trades on behalf of its clients, on transferable securities and bonds and warrants in regulated markets, such as the Cyprus Stock Exchange (CSE) and the Athens Stock Exchange (ATHEX).

#### 1.1. Shares and Other Types of Equity Instruments

(i) **Shares:** Shares represent a share of ownership in a company. It is the unit in which the share capital of a company is divided in and which provides the shareholder with voting rights. Furthermore, the shareholder is entitled to receive a certain level of the company's earnings (dividend payments) that may arise from the company's operations. Dividends are not guaranteed and a company has the right to decide not to pay a dividend. The investor may also buy a company's shares so that he can make a profit from reselling them.

However, the return of the investment is not guaranteed because the share's price depends on the company's performance, the evaluation of the market's performance, the existing national and international economic circumstances, the relevant risk of each sector and/or the specific risk for each company.

(ii) **Preference shares:** Unlike ordinary shares, preference shares give shareholders the right to a fixed dividend the calculation of which is not based on the success of the issuer company. They therefore tend to be a less risky form of investment than ordinary shares. Preference shares do not usually give shareholders the right to vote at general meetings of the issuer, but shareholders will have a greater preference to any surplus funds of the issuer than ordinary shareholders, should the issuer go into liquidation. There is still a risk that you may lose all or part of your capital.

(iii) **Depository Receipts (ADRs, GDRs, etc):** are negotiable certificates, typically issued by a bank, which represent a specific number of shares in a company, traded on a stock exchange which is local or overseas to the issuer of the receipt. They may facilitate investment in the companies due to the widespread availability of price information, lower transaction costs and timely dividend distributions. The risks involved relate both to the underlying share and to the bank issuing the receipt. Depository Receipts representing underlying shares in a foreign jurisdiction (in particular an emerging market jurisdiction) also involve additional risks associated with the securities markets in such jurisdictions.

**Investment Risks:** Shares and Equity investments may be subject to any of the following risks: market risk, liquidity risk, issuer risk, and exchange rate risk, systemic and non-systemic risk. Therefore shares and equity investments may be regarded as not having guaranteed performance, since the investor's invested principal may suffer losses.

An equity investment risk could arise when the Issuer does not grow in value or, if it does, it may elect not to pay dividends, or the share price may fall. If the share or equity instrument price falls, the company, if listed or traded on-exchange, may then find it difficult to raise further capital to finance the business, and the company's performance may deteriorate vis à vis its competitors, leading to further reductions in the share price. Ultimately, the company may become vulnerable to a takeover or may fail. In addition, there is a risk that there could be volatility or problems in the sector that the Issuer is in. Even if the Issuer is listed or traded on an exchange, there is no guarantee of liquidity, whereby shares could become very difficult to dispose of.

## 1.2. Warrants

Warrants constitute an alternative way for an Issuer to raise capital. Warrant holders have the right and not the obligation to buy a specific number of shares at a predetermined price (exercise price) at specific dates until their expiration. Share warrants do not offer a dividend or any other type of payment and if they are not exercised until their expiration date, they expire and they lose their value. Their trading price is directly linked to the share's performance and, usually, their price fluctuation is higher (as a percentage) than the share's price.

**Investment Risks:** Share warrants are treated as Financial Instruments of higher risk due to severe fluctuations to their value and the higher risks that they entail. Before the purchase of a Warrant, the investor must be aware that there is a risk of losing the whole amount of the investment as well as any commissions and costs incurred. Warrants are subject to all of the major risks mentioned in Section 2 of this Part C below.

## 1.3. Rights Issue

A Rights Issue is a way to increase the share capital of a listed company by issuing Rights to existing shareholders on a proportional basis. Rights are usually issued in organized markets and traded for a specific limited period of time. Rights are treated as high risk Financial Instruments as they entail all main types of financial risks. If Rights

are not exercised until their expiration date, they lose their value. The exercise of the Right will give its holder all the rights and risks of ownership of the underlying security.

Rights provide leverage, the extent of which depends on the Right's exercise price relative to the price of the underlying security. Therefore, a relatively small fluctuation in the price of the underlying security may lead to a disproportionately larger fluctuation, favorable or unfavorable, to the price of the Right. The price of Rights can therefore be very volatile

**Investment Risks:** Rights are potentially subject to all of the major risk types referred to in Section 2 of this Part C below. A Client should not buy a right unless he is prepared to sustain a total loss of the money invested plus any commission or other transaction charges.

#### **1.4. Bonds**

Bonds are debt securities which represent the issuer's debt towards the investor. When an investor buys a bond, he lends a certain amount of money to the bond issuer. Therefore, the bond constitutes a debt towards the lender which must be paid at a specific date specified at the bond documentation. If provided for in the bond's documentation, the borrower is also obliged to pay interest to the bond holder. The interest rate, the frequency of interest payment and the amount of the interest are specified by in the bond's documentation. Possible bonds' issuers can be the Government, banks, municipalities or companies.

The bond's yield is determined by the difference between the capital paid at the bond's issue date and the amount due at the maturity of the bond.

High-yield bonds are bonds with speculative characteristics and which are rated with a low credit rating by international credit rating agents such as Moody's rating of Baa or BBB rating of low or medium return. These bonds carry a coupon that is relatively high to reflect the higher level of to investors.

**Investment Risks:** The main risks faced by bond holders are credit spread risk and interest rate risk as the bond's price usually moves inversely to the direction of interest rates changes and/or the credit spreads. Bond holders are also subjected to risk of default of the Issuer and liquidity risk.

#### **1.5. Complex Bonds**

Structured bonds allow the investor to access other Financial Instruments, notably shares, through an initial investment in bonds. The three more common types of bonds that give access to the company's share capital are the following:

- a) Convertible bonds:** These bonds can be converted into shares of the issuing company upon request of the bond holder or upon the exercise of an option of the issuer. The bond's maturity and conversion dates are specified in the bond's issued terms where the conversion ratio is defined and where it is specified that the bond issuer has the right to call the bond's early redemption. The bond holder's protection clauses are also described in detail in the bond's issue documentation.
- b) Exchangeable Bonds:** These types of bonds allow the investor to exchange them with existing shares of a third company. Issuers of such bonds are companies holding shares in other companies.
- c) Bonds Redeemable in Shares:** Such bonds are only redeemable in shares, on the issuer's option. The bond holder is exposed to the same risks inherent in shares.
- d) Callable Bonds:** These types of bonds allow the issuer early repayment (partial or in full) of their principal at a specific period before the bonds' stated maturity date. These bonds are subject to prepayment risk. The issuers



of such fixed income instruments may not be willing or able to prepay the principal at the prescribed earlier date, thus prolonging the life of the instrument.

**Investments risks:** The risks entailed in all the above mentioned instruments are related to their complex nature. For as long as they remain in the investor's possession, the investor is exposed to risks as well as to possible fluctuations and/or volatility of the principal shares' value. After the conversion, exchange or redemption of the bonds, the investors are exposed to risks similar to those of shares.

## **1.6. Money Market Instruments**

Money Market Instruments are usually debt securities which mature in one year or less (Treasury Bills) and which are usually traded in local money markets. These instruments offer a high degree of liquidity to investors and pay interest on the invested principal. In case these instruments are not held until maturity the investor may lose part of the invested principal.

**Investment Risks:** Like other debt instruments, money market instruments may be exposed to the major risk types in Section 2 of this Part C below, in particular credit and interest rate risk.

## **1.7. Collective Investment Schemes**

Generally, Collective Investment Schemes involve an arrangement that enables a number of investors to 'pool' their assets and have these professionally managed by an independent fund manager. This arrangement may take the form of a company, partnership or trust. Investments normally include bonds and shares of listed companies but depending on the type of the scheme, may include broader investments such as derivatives, real estate or any other financial instrument and/or asset. The valuation of such a Scheme is generally performed by the fund manager or the investment consultant of the Scheme, the custodian or by an independent valuation agency (as the case may be).

Collective Investment Schemes may invest in markets of high volatility and/or low liquidity and it is possible that there are increased exit or entry costs from or to the Scheme. The ability to liquidate such a Scheme may be limited, depending on the terms of operation of the Scheme and the long time period of notice required for redemption during which the value of each unit may exhibit high volatility and possibly decrease. It is possible that there is no secondary market for such Schemes and hence such an investment may be liquidated only through redemption.

There are various categories of mutual funds. The most common are:

- (i) **Money Market Funds:** Money Market Funds primarily invest in money market instruments and secondarily in debt instruments.
- (ii) **Bond Funds:** Bond Funds invest mainly in government and corporate bonds and secondarily in money market instruments.
- (iii) **Equity Funds:** Equity Funds invest mainly in shares listed in domestic or foreign regulated markets.
- (iv) **Balanced Funds:** Balanced Funds combine investments in debt instruments and stocks.
- (v) **Funds of Funds:** Funds of Funds invest in units of other funds. Funds of Funds are "baskets" of funds whose main objective is high diversification in terms of investment instruments (e.g. bonds, stocks) as well as geographical dispersion.
- (vi) **Special Type Funds:** Special Type Funds are long-term funds which are characterized by the use of derivatives. Through this strategy, they offer capital and yield guarantee at maturity through a mechanism of assessing the course of an underlying instrument (e.g. basket of stocks/bonds, index or basket of indices). Due to their exposure to derivatives they are considered to entail high risk.
- (vii) **Absolute Return Funds:** This type of Fund follows the interbank market interest rates aiming at achieving a return higher than the money market instruments' return while having certain objectives regarding its

variance. Usually, investment vehicles in these Funds are debt instruments, money market instruments and derivatives.

- (viii) **Exchange Traded Funds (ETFs):** Exchange Traded Funds (ETFs) are a form of Collective Investment Schemes which track an index of a country, sector, or a specific geographical region. ETFs trade in organized and non-organized secondary markets just like shares but with the following major differences: ETFs represent an investment in a basket of Financial Instruments and their purchase/sale bears lower transaction costs. Investment in ETFs exposes the investor to the same risks as the underlying securities (shares, bonds etc) but to a significantly lower degree due to the diversification of investments. The units of this type of Funds are listed and traded in Regulated Markets or MTF or OTF. Typically, their portfolio structure tracks an index or a market sector or industry such as energy, technology, commodities (gold, oil etc.).
- (ix) **Commodity Funds:** Commodity Funds are Funds of alternative types of investments. This type of Fund is active in the commodities market by using derivatives which have commodities or commodities indices as their underlying assets. Their performance depends on the course of the underlying financial instruments.
- (x) **UCITS Funds:** UCITS stands for Undertakings for Collective Investments in Transferable Securities. UCITS provides a single European regulatory framework for an investment vehicle which means it is possible to market the vehicle across the EU without worrying which country it is domiciled in. UCITS funds are governed by the EU UCITS Directive. A UCITS Fund may take the form of any of the funds described hereinabove and in Section 1.5 subject to compliance with the UCITS Directive. An issuer of a UCITS Fund issues a prospectus and the disclosures made therein for a particular UCITS funds should be considered prior to making an investment.
- (xi) **Hedge Funds:** Hedge Funds are a type of investment funds, which use specialized investment strategies (such as short selling, use of margin / leverage and use of derivatives) with the aim to maximize returns and control the risk in case of market downturn.  
Hedge funds are considered a riskier investment than traditional funds and are suitable for more experienced investors. They usually invest in risky or illiquid securities and although they target absolute returns, if they fail to manage risk, they may realize significant losses. Beyond the liquidity risk, Hedge Funds have the ability to leverage which means that a relative small fluctuation in the price of the underlying security may lead to a disproportionately larger fluctuation, favorable or unfavorable, to the value of the investment.
- (xii) **Private Equity Funds:** a private equity fund is a collective investment scheme used for making investments in various equity (and to a lesser extent debt) securities according to one of the investment strategies associated with private equity. The value of investments can fall. It is important to note that the capital value of, and income from, any investment may go down as well as up and you may not get back the full amount invested. There is Limited marketability and transferability and illiquidity (lockups of 12 or more years). In such market there is lack of regulatory oversight and protection and can be delayed or limited valuation information. Past performance is not a reliable indicator of future performance.
- (xiii) **Property/Real Estate Funds:** A real estate fund is a type of mutual fund that primarily focuses on investing in securities or in asset class consisting of equity and debt investments in where the underlying investment is in property. There are, other than the general risks, special risks associated with investing in the securities of companies principally engaged in the real estate industry. These risks include the cyclical nature of real estate values, risks related to general and local economic conditions, changes in regulation and tax systems, and other real estate capital market influences.

**Investment Risks:** Depending on the category, collective investment schemes may entail different risk but may have different performances. The composition of each portfolio contains a type of risk similar to its type (aggressive, balanced or defensive).

Any investment in Funds is, amongst others, related to market risk, interest rate risk, default risk and foreign exchange risk. According to their Investor Profile, **investors should carefully select the funds** they decide to invest in. It is the Fund's Management Company responsibility to decide and choose the financial instruments in which a fund invests. The mutual fund's objective, category, investments restrictions, degree of portfolio risk exposure as well as charges are described in the fund's investment policy and regulations. These investments are generally intended for experienced and financially sophisticated investors who are willing to bear the risks associated with such investments, which can include: loss of all or a substantial portion of the investment; increased risk of loss due to leveraging, short-selling or other speculative investment practices; delays in tax reporting; prohibitions and/or material restrictions on transferring interests in the fund; and higher fees than mutual funds. There is no assurance that the liquidity of the investment funds will always be sufficient to meet redemption requests as and when made. Diversification does not assure profit nor protect against loss in a declining market. The risk of any particular fund will vary according to its strategy. In case of Fund of Funds there can be no assurance that the selection of the managers of the underlying investment funds will result in an effective diversification of investment styles and that positions taken by the underlying investment funds will always be consistent.

### **1.8. Structured Products**

Structured products are Financial Instruments in the form of securities or contracts which are adapted to the needs of the client. These products are identified by one or more of the following characteristics:

- a)** the performance is determined by the underlying instrument, to a combination of underlying instruments (interest rates, equities, indices, etc,) or based on a formula,
- b)** A leveraged effect,
- c)** Other characteristics agreed upon the parties such as terms on the redemption or the existence of a guarantee,
- d)** A product that does not allow a preliminary request for quote from different financial institutions, or
- e)** A non-existence secondary market or a secondary which is not liquid.

Every structured product has a different risk profile. Due to the large number of possible combinations, it is impossible to describe in detail every structured product's risk. Before making any transaction in structured products, the client has to be informed on the special characteristics of the product and the entailed risks in order for him/her to make informed investment decisions after accepting the terms and the special characteristics of

the specific products.

**Investment risks:** The prices of the structured products are affected by the underlying instruments, which may lead to the loss of up to 100% of the invested principal (in case of structured products with no capital guarantee or embedded leveraged derivative instrument).

An investor should refer to the term sheets for official details on all offerings, including risks involved, before investing in structured products. Investing structured products which may include derivatives and a higher degree of risk factors that may not be suitable for all investors. Such risks include risk of adverse or unanticipated market developments, issuer credit quality risk, risk of counterparty or issuer default, risk of lack of uniform standard pricing, risk of adverse events involving any underlying reference obligations, entity or other measure, risk of high volatility, and risk of illiquidity/ little to no secondary market. **In certain transactions, investors may lose their entire investment, i.e., incur an unlimited loss.**

### **1.9. Derivatives including Options, Futures, Forwards, Swaps, Contracts in Differences**

## **(CFDs)**

Derivatives are bilateral contracts whose value is dependent upon the value of an underlying asset or index. The parties can negotiate on regulated markets or by a mutual agreement (Over-The-Counter (OTC)).

These products are called 'derivatives' because they represent rights and financial commitments the value of which vary or is derived from underlying assets or liabilities. There are different types of derivatives differentiated by the nature of the principal instrument (shares, bonds, financial instruments, interest rates or exchange rates, stock exchange indices or commodities, etc.). There are numerous product combinations for investment, and, therefore, they are characterized by different risk profiles. Some of them are characterized by limited risk and unlimited potential upside for one party while the other party has the exact opposite position because it is probably exposed to potential unlimited loss and potential limited profits.

Besides the product's structure, many of the risks associated with derivatives contracts results from the fact that they are subject to financial leverage. That means that the investor has the possibility to pay a part of the overall exposure to market risks (by paying the premium or an initial deposit) in order to open or to maintain a position. The actual exposure to market risk with derivatives contracts can be an amount that is multiple the deposit or premium paid.

In the case of derivatives, the market risk includes the exposure to market changes in the value of market parameters, e.g. changes in interest rates, exchange rates, share prices, indices movements or commodities prices. However, the market risk includes the exposure to fluctuations in the price of the underlying instrument or to other factors such as volatility or the time value.

### **Option Contracts**

Options offer the buyer the right but not the obligation to buy (call) or sell (put) an underlying instrument (i.e. share) at an agreed-upon price (exercise price) before (American-type option) or after (European-type option) a specific future date. The counter party undertakes the relative obligation.

The amount the option buyer must pay to the option seller (called premium) in order to receive the right but not the obligation to buy (call option) but not to sell (put option) the underlying value at or by the expiration date is the price of the contract. This payment is made to the seller irrespective of whether the option is exercised or not. Therefore, the maximum imminent risk for the buyer is limited to the first part of the contract's price while the seller's imminent risk is unlimited. Hence, the total value of the option contract is determined by the demand and supply and it has intrinsic value and extrinsic value ( $\text{Premium} = \text{Intrinsic value} + \text{Time (extrinsic) value}$ ). Other financial risks that may be associated with options are price volatility risk, liquidity risk and interest rate risk. Options lose their value if they are not exercised until their expiration date.

### **Futures contracts**

A contractual agreement to buy or sell a certain Financial Instrument, when due, at a specified date and at a determined price. Futures constitute essentially a bilateral agreement between two parties who agreed to proceed to a certain buying and selling at a specific date in the future at a specified price. The terms of the future trade are precisely defined on the futures contract (quantity of shares of specific company, date of trade, etc.) except for the price of the trade which is specified by the parties' agreement (offer and demand) and which is constantly changed depending on the fluctuation of the share's price). Other financial risks that may be associated with futures contracts are price volatility risk, liquidity risk and interest rate risk.

## Swaps

In general, a swap is a contract where counterparties agree to exchange interest flows or currencies. Swaps are divided into categories depending on their subject: the two basic types of swaps are currency swaps and interest rate swaps.

Currency swaps constitute the exchange of two currencies in which one party sells an amount of foreign exchange to the other party at the spot price and buys another amount of foreign exchange. This contracting party agrees to buy it back at maturity an agreed upon price which corresponds to the spot price increased or decreased by the difference in the interest rate between the two investments, given that the two swaps have equivalent terms for each currency. The basic risk entailed in this type of swaps is associated with the interest rate risk on exchange rates. Other risks entailed in currency swaps are associated with foreign exchange risk only on the implicit interest rates, liquidity risk and counterparty risk.

The second type is a contract by which the parties exchange interest rates, that is, make a commitment to pay, on an agreed frequency, amounts corresponding to the application to a given nominal amount of different interest rates. The main risks entailed in this type of swaps are interest rate risk and counterparty risk.

## Contracts for Difference

Contracts for difference are transactions in relation to shares where it is not necessary for the parties to hold the shares themselves. These are short-term contracts following an agreement between the counterparties and they reflect the performance of a specific share or index. As in the case of shares, potential earnings or losses depend on the difference between the purchase price and the sale price of the Financial Instrument.

## Repos/Reverse Repos

The term 'Repos' stands for 'Repurchase Agreements'. Respectively, the term 'Repurchase Reverse Repos' stands for a Buying contract with a reselling agreement. Within such repurchase agreement, the owner of titles (a financial institution) agrees to sell the title(s) to the client in order for the financial institution to repurchase the title(s) at a specific date in future in a pre-agreed price. The repurchase price of every Repo transaction includes the return of the transaction (interest) which is calculated on the basis of the interest rate agreed between the contracted parties as long as the agreement is still in force.

A Reverse Repos is a Repos Agreement with the reverse terms. The risk entailed in a Repos or Reverse Repos is the counterparty risk.

## 1.10. Leveraged Investments

When considering "Leveraged Investments" one should consider various risks including the fact that some products use leverage and other speculative investment practices that may increase the risk of investment loss, can be illiquid, are not required to provide periodic pricing or valuation information to investors, may involve complex tax structures and delays in distributing important tax information, are not subject to the same regulatory requirements as mutual assets, often charge high fees, and in many cases the underlying investments are not transparent and are known only to the investment manager.

With respect to "Leveraged Investments" in general, the client should be aware that:

- Returns from some "Leveraged Investments" can be volatile.
- The client may lose all or a portion of his investment.
- With respect to single manager products the manager has total trading authority.
- Many "Leveraged Investments" are subject to substantial expenses that must be offset by trading profits and other income. Trading of such investments may take place on foreign exchanges that may not offer the same regulatory protection.

**Investment Risks:** The “gearing” or “leverage” often obtainable in trading in Derivative financial instruments, particularly futures, options and contracts for differences (CFDs), means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement in prices can lead to a proportionally much larger movement in the value of your Investment, and this can work against you as well as for you. These types of transactions have a contingent liability

This document cannot and does not disclose or explain all of the risks and other significant aspects involved in trading in financial derivative products. Engaging in derivative transactions can carry a high risk to your capital. This is a feature of ‘leveraged’ or ‘margin’ trading embedded in derivative transactions and an investor can lose more than his initial investment. An investor should not engage or trading in financial derivative products unless he understands, comprehends and has the risk appetite to undertake the nature of the transactions he is entering into and the true extent of his exposure to the risk of loss (including total loss).

## **2. INVESTMENT RISKS AND WARNINGS**

The price or value of an investment will depend on fluctuations in the financial markets outside of anyone’s control. Past performance is no indicator of future performance. The nature and extent of investment risks varies between countries and from investment to investment. These investment risks will vary with, amongst other things, the type of investment being made, including how the financial products have been created or their terms drafted, the needs and objectives of particular investors, the manner in which a particular investment is made or offered, sold or traded, the location or domicile of the issuer, the diversification or concentration in a portfolio (e.g. the amount invested in any one currency, security, country or issuer), the complexity of the transaction and the use of leverage. Further the markets in which the various financial instruments are traded are subject to considerable fluctuations and Prochoice cannot guarantee specific returns.

Historical returns of the various Financial Instruments do not ensure future performance. Every investment on any Financial Instrument is exposed to one degree or another, to all or some of the following risks:

### **2.1. Market Risks**

Market risk is the risk of a change in the value of an investment due to changes in general market factors, such as interest rates fluctuations, exchange rates fluctuations, equity market indices, credit spread, share prices, principal products’ prices or fluctuations in volatility. In case of a negative fluctuation in prices, investors in Financial Instruments run the risk of losing part or all of their invested capital.

The different types of market risks are the following:

#### *2.1.1. Interest Rate Risk*

Interest rate risk is associated to unfavorable interest rates’ fluctuations. Interest rates risk also includes the cost of up keeping. The up keeping cost is positive or negative of the financing cost of the asset is respectively higher or lower than the received interest. Thus, the up keeping cost for a loan with a floating interest can increase with a rise in the interest rate. Interest rates’ fluctuations can expose the owner of Financial Instruments to a risk of capital loss but the risk level depends on the type of the financial instrument.

#### *2.1.2. Foreign Exchange Risk*

The Foreign Exchange Risk exists when the value of an underlying instrument is calculated or associated with a currency index other than the currency of the investor. A decrease or increase of exchange rates can provoke, depending on the case, a rise or fall of the value of the financial instrument, the value of which is denominated in a foreign currency.

### *2.1.3. Interest Spread Risk*

Credit spread is the difference between a prearranged reference interest rate (e.g. euribor) and the bond's real interest rate. This difference depends on the credit rating of the bond's issuer. Spread risk consists in the downgrading of the issuer's credit rating which will lead to an increase of the credit spread and a decrease of the bond's current value.

### *2.1.4. Price Volatility Risk*

Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. The prices of investment products may present unpredictable fluctuations, thus causing a risk of loss. Prices fluctuate in the short, medium and long term. This is called Price volatility risk and is part of market risk.

### *2.1.5. Leverage Risk*

Leverage indicates the risk undertaken by an investor which is greater than the invested capital. One of the main characteristics of leverage is that the relatively insignificant fluctuations of the underlying assets' prices can lead to multiple profits or losses. A leverage investment can be extremely risky as the investor may lose more than he/she originally invested.

### *2.1.6. Basis Risk*

The basis risk is the risk that may arise if the cost of a hedge product does not move in line with the cost of the asset to be covered (e.g. futures contracts in relation to its underlying asset).

### *2.1.7. Inflation Risk*

The risk associated with the loss of the real capital value which is caused by a greater than expected inflation rise.

### *2.1.8. Risk of Early Redemption*

In case the bond type gives the issuer the right to revoke and redeem the bonds earlier than their maturity, the investor faces the risk of the bonds to be revoked or redeemed at an unfavorable price.

### *2.1.9. Relative Performance Risk*

The risk when an asset does not meet the performances of the benchmark index.

### *2.1.10. Specific Risk*

The risk of fluctuation in the price of an asset, due to factors which are specific to this asset contrary to the general market risk, which reflects a general movement of prices in the capital market.

## **2.2. Investment Risks**

Investment risks reflect the volatility of an investment's performance. The relation between performance and risk is proportional that is the achievement of a higher return presupposes that the investor undertakes higher or greater risk and vice versa.

### *2.2.1. Liquidity Risk*

The risk stemming from the lack of marketability of an investment that cannot be bought or sold quickly enough to prevent or minimize a loss. Market's liquidity depends on the market's organization (stock exchange or over the counter) but also of the relevant instruments. Selling or buying a common product may be easy but there may be greater difficulties for very specific products. There is usually a liquidity risk for investment products of low tradability.

### *2.2.2. Volatility/Instability Risk*

The risk related to the movements of a security's specific prices. There is high volatility when the securities are affected by broad changes in a relative period of time (e.g. on a daily basis for some products or for a longer period for other products). The volatility/instability risk is calculated on the basis of the average difference between the lower and higher prices of a Financial Instrument over a certain period of time.

### *2.2.3. Default Risk*

The risk that an issuer of a bond may be unable to make timely principal and interest payments or when a company's share price may be minimized in case the company bankrupts.

### *2.2.4. Operational Risk*

Operational risk, such as breakdowns or malfunctioning of essential systems and controls, including IT systems, can have an adverse impact on all Financial Instruments. Business risk, especially the risk that the business is run incompetently, may also adversely affect shareholders or other investors in such a business. Personnel and organizational changes may severely affect such risks and, in general, operational risk may not be apparent from outside the organization.

### *2.2.5. Settlement Risk*

Settlement risk is the risk that the settlement of transactions in Financial Instruments is not completed, especially if the counterparty does not pay or deliver titles in time to fulfil its obligation to clear the transaction. This risk is limited where the investment involves Financial Instruments traded in regulated markets because of the regulation of such markets. This risk increases in case the investment involves Financial Instruments traded outside regulated markets or where their settlement takes place in different time zones or different clearing systems.

Capital markets have different settlement and delivery procedures, and, in certain markets, these procedures are likely to be affected by the trading volume, and, consequently compromising their execution. Failing to conclude in a settlement due to such problems is possible to prevent an investor from taking advantage of investment opportunities.

### *2.2.6. Counterparty Risk*

The possibility that the counterparty might default within a specific period of time. Counterparty risk is related with three factors: the amount of the debt, the possibility of insolvency and the proportion of the debt that will be recovered in case of insolvency. For example, an investor must consider the liability of a bonds' issuer. That is his ability to pay or redeem the loan, according to the case. Regarding over-the-counter derivative products – transactions which do not involve debt – the counterparty risk is equal to the replacement value of this derivative product at any given time if it has a positive value.

### *2.2.7. Valuation Risk*

Valuation risk is connected to the negative fluctuations of variables which are taken into account at the valuation of an investment, i.e. volatility/instability, interest rates and/or the estimated dividend yield.

### *2.2.8. Risk of Place of Execution*

This risk is linked to the market location of the underlying instrument. If the market is different from the investor's market, the investor is possibly exposed to a foreign exchange risk.

#### **a) International Markets**

Any foreign investment or investment that contains a foreign element is possible subject to overseas risks. These risks are likely to differ from those of the market where the instrument is issued or the investor's market.

#### **b) Emerging Markets**

Investments in emerging markets involve risks which cannot be encountered in traditional markets. This risk also exists where the issuer of a product is located in an emerging market or carries out the main volume of his business.



### *2.2.9. Custody Risk*

Custody risk is the risk of loss of the Financial Instruments held by a custodian on behalf of the investor, due to the custodian's actions or omissions or lack of creditworthiness. In certain markets, especially in emerging markets, the rules and regulations regarding to custody issues may be less developed in terms of investor protection in comparison to the markets governed by strict rules of custody. In these markets, the assets which are entrusted to a sub-custodian if necessary – are likely to be exposed to risks connected to the sub-custodians' failure to fulfill their duties or due to their bankruptcy. The risk is greater when the market does not provide an investors' compensation scheme or, even if such scheme exists, the investor is not eligible to such protection.

### *2.2.10. Systemic risk*

Systemic risk is the risk arising from interdependencies within markets or among markets, which results in problems possibly appearing in one of them spreading to other market participants or other markets. It involves the entire financial sector and not any one individual participant or market and appears in the form of chain reactions. For example this risk may occur in case a member responsible for the payment of the instrument is unable to fulfill its obligations and, thus, may lead the other members of the payment system to a similar inability.

### *2.2.11. Non-systematic Risk*

Non-systematic risk is non-market or specific risk associated with a particular issuer of a security. It is sometimes called unique risk or diversifiable risk as it can be eliminated with diversification. It basically relates to the uncertainty associated with the company the investor wishes to invest into.

## **2.3. Other Risks**

### *2.3.1. Force Majeure*

Apart from the aforementioned risks, Force Majeure is a risk associated with industrial or natural disasters or with decisions made by regulatory authorities or market operators and result e.g. in the suspension of the listing of a Financial Instrument in the stock exchange market. The issuer or the market is not responsible for cases of Force

Majeure. However, these events, given that they have a great impact, may influence the issuer's ability in fulfilling its obligations or affect the market's operation.

### *2.3.2. Political or Legal Risk*

The risk that a government (or any other competent authority) imposing new taxes or new regulatory or legal obligations or restrictions on the securities that have already been bought by the investor.

These are the risks deriving from government acts, market operation rules, etc. Investments in emerging markets products are usually more risky than the respective investments in developed markets. For such investment moves it is absolutely necessary that investors proceed to a detailed analysis of each individual danger.

### *2.3.3. Technical Risks*

Such as breakdowns or malfunctioning of essential systems and controls, including IT systems, can impact on all financial products. There is a risk that other circumstances may prevent Prochoice from executing orders, or prevent any participant in the relevant markets from accessing any electronic online trading platform. These include, for example, system errors and outages, maintenance periods, internet connectivity issues and failures of third parties on whom you or Prochoice is dependent (for example, internet service providers or electricity companies). There may be circumstances beyond Prochoice's control that can affect its ability to support your trading.

## 2.4. Additional specialized general risks for certain types of Financial Instruments

**Risks specific to certain types of bond:** Additional risks may be associated with certain types of bond, for example floating rate notes, reverse floating rate notes, zero coupon bonds, foreign currency bonds, convertible bonds, reverse convertible notes, indexed bonds, and subordinated bonds. For such bonds, you are advised to make inquiries about the risks referred to in the issuance prospectus and not to purchase such securities before being certain that all risks are fully understood. In the case of subordinated bonds, you are advised to enquire about the ranking of the debenture compared to the issuer's other debentures. Indeed, if the issuer becomes bankrupt, those bonds will only be redeemed after repayment of all higher ranked creditors and as such there is a risk that you will not be reimbursed. In the case of reverse convertible notes, there is a risk that you will not be entirely reimbursed, but will receive only an amount equivalent to the underlying securities at maturity.

**Hedge Funds general risks:** These products can be highly speculative and may not be suitable for all clients. Investors should ensure that they understand the features of the products and fund strategies and the risks involved, before deciding whether or not to invest in such products. These investments are generally intended for experienced and financially sophisticated investors who are willing to bear the risks associated with such investments, which can include: loss of all or a substantial portion of the investment; increased risk of loss due to leveraging, short-selling or other speculative investment practices; delays in tax reporting; prohibitions and/or material restrictions on transferring interests in the fund; and higher fees than mutual funds. Diversification does not assure profit nor protect against loss in a declining market.

**Off-Exchange Derivative Transactions:** It may not always be apparent whether or not a particular derivative is effected on exchange or in an off-exchange (over-the-counter) derivative transaction. While some off-exchange markets are highly liquid, transactions in off-exchange or 'non-transferable' derivatives may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction or to assess the exposure to risk. Bid and offer prices need not be quoted, and, even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what a fair price is.

**The information that Prochoice provides in this document is for general information purposes only. Accordingly, a Client prior to making any investment decision in Financial Instrument must consider his personal objectives and financial situation and the significant risk of possible loss inherent in any investment product.**

## PART D: OTHER RELATED REGULATORY AND LEGISLATIVE INFORMATION

Prochoice applies appropriate procedures to comply with the requirements of Cyprus, European Union and other relevant legislation, as implemented and transposed into local legislation and regulations, and to be in line with applicable guidelines and best practices in relation to the provision of investment and ancillary services in Financial Instruments as well as the trading of financial instruments.

However, without limiting the foregoing, the Client shall understand and acknowledge that laws regarding provision of services relating to Financial Instruments vary throughout the European Union and the world and it is the Client's obligation to ensure that he fully complies with any law, regulation or directive, relevant to his nationality and/ or country of residency with regards to the use of the Services and/ or products or transactions carried out through Prochoice.

**Prochoice is under no obligation to provide any advice on continuous obligations of a Client entering into transactions and/or for carrying on transactions in Financial Instruments. A Client should consult his own legal, financial or tax advisor for legal, financial or tax advice including specialized advice on any reporting requirement, without limitation, in accordance with his or her country of residence laws.**

### 1. GENERAL DATA PROTECTION REGULATION (GDPR) /PROCESSING OF PERSONAL DATA

Prochoice, in order to comply with its regulatory obligations as it is required to do so by applicable law may have to process specific personal data of the Client (as natural person) in relation to the provision of the Investment Services elected by the Client to be offered by Prochoice as set out in any contractual agreement for the provision of the Investment Services. As such, the Company has developed and adopted an internal Privacy Statement and it is provided to all clients at the commencement of the agreement for the prospective clients or through Prochoice's website for the existing ones.

Prochoice processes the Client's personal information in accordance with the applicable legal and regulatory framework, including the law providing for the protection of natural persons with regard to the processing of personal data and for the free movement of such data, as amended, or repealed, or replaced from time to time, (Law 125(I)/2018) and the General Data Protection Regulation (EU) 2016/679, and ensures compliance with the applicable data privacy laws.

In summary are noted herein below the main aspects of the Processing of Personal Data Policy of Prochoice in relation to the provisions of Investment Services in Financial Instruments:

Prochoice has a legitimate interest in collecting and processing Personal Data for the purposes as described in its Privacy Statement in order to administer, improve and generally conduct business, to prevent fraud and financial crime and to avoid non-compliance with Prochoice's legal and regulatory obligations. Additionally, Prochoice processes and collects personal data due to legal obligations emanating from relevant laws to which it is subject and due to the performance of a contract.

In the course of the performance of our contractual and statutory obligations your personal data may be provided to various departments within the Company. Various service providers and suppliers may also receive your personal data so that we may perform our obligations. Such service providers and suppliers enter into contractual agreements with

us by which they observe confidentiality and data protection according to the Cypriot legislation of data protection and GDPR. To this end, the Company does not share the client's information with third parties if this is not required by the law. Personal data is processed in accordance with the rights of data subjects under the GDPR.

Prochoice is committed in safeguarding the privacy of the personal data and/or information the Client shares with Prochoice and/or with its employees and/or agents and/or associates. Prochoice applies procedures as for the personal data provided to the extent possible being processed confidentially and securely and will be used only for the purposes described in this document or for purposes arising from contractual relationship.

Prochoice, under MiFID II has specific obligations to monitor and record all telephone communications between the Client and any other person acting for his account and Prochoice or its officers, employees or associates or agents, and it may use any mechanical or other means or equipment for such purpose when providing the Investment Services.

Personal Data is held in both electronic and non-electronic form, mainly in technical systems, physical locations and archives as well as in software. As part of the MiFID II obligations, Prochoice is obliged to record the Client's telephone recordings and store with Prochoice for a minimum of ten (10) years or for as long as is necessary for Prochoice to comply with any legal and contractual obligations Prochoice may have.

Prochoice informs the clients that they may request, at any time, the update, access, correction and/or deletion of their Personal Data, refuse and/or restrict any further processing of their personal data, as well as to withdraw consent of processing in accordance with the provisions of the Law 125(I)/2018. The Client acknowledges and accepts that any such amendment or deletion of his personal data during the provision of the Investment Services may affect or even lead Prochoice to the termination of the provision of the Services to the Client.

Any consent given for marketing purposes can be withdrawn at any time by giving written notice to Prochoice.

For further information on Data Protection Policy applied by Prochoice you can read the privacy statement of the Company at the website of the Company at [www.pro-choice.com.cy](http://www.pro-choice.com.cy)

For any requests or complaints you can contact the DPO of the Company at [backoffice@pro-choice.com.cy](mailto:backoffice@pro-choice.com.cy)

## **2. ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING (AML/ CTF)**

Cyprus, as member state of European Union, is subject to EU Regulation concerning anti money laundering and the prevention of terrorism financing (**AML/CTF**). Cyprus has established laws and regulations designed to combat Money Laundering and Financing of Terrorism in line with in line with the recommendations of the Financial Action Task Force (**FATF**).

Cyprus has transposed into national legislation the requirements of the *Third Directive of the European Union (Directive 2005/60/EC)* through the Prevention and Suppression of Money Laundering Activities Law, 2007- 2016 (**AML Law**) and each competent authority for the participant in the financial sector further issues local Directives and Guideline Circulars for the implementation of the Law. Cyprus has also amended, in April 2018, the national

AML Law for purposes of transposition of the Fourth EU Anti-Money Laundering Directive, Directive (EU) 2015/849. Prochoice, as an authorized Investment Firm is under the supervision of CySEC. CySEC is the competent authority for the enforcement of the provisions of the legislation regarding the services and activities that are provided by the Investment Firms (website <https://www.cysec.gov.cy/en-GB/legislation/financial-crimes/>).

Prochoice, in compliance with AML Law for the prevention of AML and CTF has established procedures, systems, policies and procedures on a risk based approach for collection and assessing information and data collected by Prochoice on setting the business relationship with a Client (Know-Your-Client Procedures) in relation to the following, including inter alias:

- (a) Client identification and due diligence procedures and enhanced due diligence procedures for high risk clients;
- (b) Client acceptance policies;
- (c) Record keeping;
- (d) Recognition of suspicious transactions/activities, internal reporting and reporting to the local Financial Intelligence Unit (**MOKAS**);
- (e) In depth examination of any transaction which by its nature may be considered as particularly vulnerable to be associated with AML or CTF offences, and particularly of the complex and unusually large transactions and all unusual types of transactions that are realized without obvious economic or explicit legal reason;
- (f) Identification and risk assessment of money laundering risks associated with new payment methods;
- (g) Internal control, assessment and management of risk with the purpose of preventing AML and CTF;
- (h) Development of a risk based model to improve the existing framework to manage, control and address risks; and
- (i) Identification procedure and monitoring of politically exposed persons (PEPs) (enhanced client due diligence is conducted on these clients).

Prochoice pays special attention to:

- Understand the ownership and control structure of its Clients;
- Obtain information on the purpose and intended nature of business relations; and
- Monitor the business relations, including scrutiny of transaction to ensure consistency of transactions with information provided by the Client in relation to the nature of the business relationship.

All legal and regulatory mandatory procedures and policies are regularly reviewed and updated and the respect of these procedures is checked by Prochoice's Compliance and the Internal Audit as well as by the external auditors.

The Compliance Function and the Internal Audit are permanent functions, independent from Prochoice's business activities. In order to safeguard their independence, the Compliance Officer and the Internal Auditor report directly to the Board of Directors of Prochoice.

## **2.1. Employee AML/CTF training**

Prochoice as part of its internal policies requires all staff, management and employees, at all times to adhere to these standards in order to prevent the misuse of Prochoice's products and services for AML and CTF.

An Employee awareness training program is applied by Prochoice with regard to the:

- Systems and procedures for the prevention of money laundering and terrorist financing;
- The AML Law;
- The Directives and Guideline Circulars issued by CySEC and the European Union legislation and guidelines as applicable from time to time on AML/ CTF.

Prochoice carries out on going training to employees to enable employees and staff to recognize and handle suspicious transactions and activities which may be related to AML or CTF offences.

## 2.2. Monitoring of Transactions

Prochoice screens potential clients against lists of financials sanctions issued by European Union, United Nations and the Office of Foreign Assets Control (OFAC) and monitors the clients' accounts and transactional behavior.

The AML/CTF prevention and monitoring processes are assessed on a continuous basis to ensure risks are identified and addressed. The monitoring and risk management process ultimate goal is to maintain an updated, comprehensive and effective AML/CTF program for Prochoice's business. Prochoice in accordance with applicable laws and regulations, including privacy and data protection laws, is committed to fully co-operate with competent authorities. To the extent permitted by applicable law Prochoice is strictly complying with any information request from the competent authorities to which client information may have to be disclosed in adherence with regulatory obligations.

For further information in relation to AML/CTF policies of Prochoice a client may contact the AML Officer of Prochoice at +357 24 661192.

## 3. THE FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA )

The Foreign Account Tax Compliance Act (FATCA) is a United States (US) federal law that requires US persons (legal persons and individuals) who live outside the US, to report their financial accounts held outside of the US, and requires foreign financial institutions to report to the US Internal Revenue Service (IRS) certain information regarding their US clients.

Cyprus has signed a reciprocal FATCA Model 1 Intergovernmental Agreement (IGA) with the US Treasury (FATCA) on the 2nd of December 2014. Under Model 1 IGA, Financial Institutions in the partner country should report all FATCA-related information for tax reporting purposes to the Cyprus Inland Revenue Authority (IRA), which will then provide the information to the IRS.

Prochoice has registered with the IRS on 27 February 2020 as a Registered Deemed Compliant Financial Institution (Reporting Financial Institution) under a Model 1 IGA and has obtained the Global Intermediary Identification Number (GIIN) 9QTA97.99999.SL.196 In order to comply with FATCA, subject to the Services offered, if required, clients might be contacted from time to time by Prochoice for additional information or clarifications.

Further information on FATCA is readily available on the IRS website [www.irs.gov](http://www.irs.gov)

## 4. THE EUROPEAN MARKET INFRASTRUCTURE REGULATION (EMIR)

The European Market Infrastructure Regulation EU No. 648/2012 of the European Parliament and of the Council (**EMIR**) is the new European regulation on over-the-counter (**OTC**) derivatives, central counterparties and trade repositories setting out amongst other obligations, a reporting obligation of all trades in derivative contracts to a trade repository, effective already as of 12 February 2014. It requires entities that enter into any form of derivative contract, including interest rate, foreign exchange, equity and commodity derivatives adhere to a number of obligations.

EMIR introduced three basic obligations for undertaking derivative transactions:

(a) **Clearing:** standardized derivative contracts should be cleared through central counterparties (CCP) in order to reduce the risk in the financial system.

(b) **Margin and capital:** clearing counterparty shall have permanent, available and separate initial and variation margins in the form of highly liquid collateral.

(c) **Reporting:** all OTC derivative contracts should be reported to trade repositories.

All above obligations apply to Financial Counterparties if such parties fall under EMIR Classification (as described herein below **EMIR Classification**). The clearing and margin and capital obligations apply to certain non- financial counterparties but the reporting obligation applies to ALL derivatives market participants.

#### 4.1. Who does EMIR apply to

EMIR applies to any entity established in the EU that has entered into an OTC derivative contract and applies indirectly to non-EU counterparties trading with EU parties. It also applies to Central Counterparties (CCPs) and Trade Repositories (TRs).

Therefore, if a Client (i) falls under the **EMIR Classification** AND (ii) enters or wishes to execute OTC derivative contracts, (including FX Forwards and Contracts for Difference (CFDs)), other than any transaction reporting obligations referred in this document may have to comply with additional specialized reporting requirements which if required will be advised by Prochoice.

#### 4.2. EMIR Classification

EMIR distinguishes between Financial Counterparties and Non- Financial Counterparties and these terms are important to understanding your obligations under EMIR.

- **Financial Counterparties (FCs):** investment firms, credit institutions, insurance undertakings, assurance undertakings, reinsurance undertakings, institutions for occupational retirement provision, undertakings for collective investments in transferable securities (UCITS) and alternative investment funds; and
- **Non-Financial Counterparties (NFCs):** an undertaking which is established in the European Union, other than a central clearing party (CCP) or a financial counterparty (FC). NFCs, under EMIR, will be classified as either: (i) NFC+: an NFC which **exceeds** the clearing thresholds (set out in EMIR), (ii) NFC- : an NFC which **does not** exceed the clearing thresholds (set out in EMIR).

In Cyprus, Cyprus Securities and Exchange Commission (CySEC) is designated as the authority responsible for ensuring that NFCs established in Cyprus comply with the obligations under EMIR.

Further information may be found on the website of the European Securities and Markets Authority (ESMA) website: <http://www.esma.europa.eu/page/European-Market-Infrastructure-Regulation-EMIR>.

## 5. COMMON REPORTING STANDARD (CRS)

The Common Reporting Standard (CRS), developed by the Organization for Economic Co-operation and Development (OECD), requires the automatic exchange of information on financial accounts that are held, directly or indirectly, by account holders who are tax residents of countries which implement CRS. CRS effectively imposes obligations on financial institutions to collect information relating to each account holder's tax residency/ies and CRS status and submit specified account information to relevant tax authorities.

Cyprus signed the Multilateral Competent Authority Agreement for CRS implementation on 29 October 2014 and has taken additional steps for CRS implementation, which require financial institutions in Cyprus to comply with various CRS requirements as of 1 January 2016.

As a result, Prochoice is required to collect and review certain information in order to identify the tax residency or multiple tax residencies of each account holder, including the tax residency/ies of an entity's controlling persons in certain cases. Prochoice may also be required to report certain information relating to the account holder and its account(s) (including an entity's controlling persons in certain cases) to the Cyprus Tax Department that in turn may pass this information to other relevant tax authorities. If necessary, additional information may be requested for CRS purposes at any time during the Client's business relationship with Prochoice. The Client's response to Prochoice's requests for information in respect of the Client's CRS status (if and when requested) is mandatory and failure to respond within the prescribed timeframe may result in incorrect reporting the Client's account to the Cyprus Tax Department.

It is noted, that Prochoice cannot offer advice relating to CRS or act as a tax advisor. In case you have any questions, please consult your tax or legal advisors. More information about the OECD Common Reporting Standard can be found on the website of the OECD at [www.oecd.org/tax/automatic-exchange](http://www.oecd.org/tax/automatic-exchange)



## APPENDICES

### APPENDIX I: EXECUTION VENUES / BROKERS

The list of execution venues and/or brokers (counterparties) set herein below is non-exhaustive but comprises only the venues on which PROCHOICE places significant reliance:

Financial Instrument Type	Execution Venue / Third Party Brokers
Equities and Exchange Traded Funds	Cyprus Stock Exchange Athens Exchange Group
Bonds and other forms of securitized debt	Cyprus Stock Exchange Athens Exchange Group

## APPENDIX II: FEE SCHEDULE - CHARGES FOR INVESTMENT SERVICES

According to the law Prochoice is obliged to inform its clients in relation to the cost and the relevant charges for the provision of investment or ancillary services. For each investment service the client will be informed in relation to the commission, the charges and any taxes at the time of the signing of the relevant agreement.

The following page contains important information in reference to the fees/expenses associated with account opening, account maintenance and trade execution for brokerage services offered by Prochoice Chrimatistiriaki Ltd in the Cyprus (CSE) and Athens (ASE) stock exchange.

A detailed breakdown of the fees summarized below can be provided upon request.

### **BROKERAGE SERVICES FOR CSE& ASE**

#### **1. Commissions**

Commission scales are negotiable depending on portfolio size, type of service offered, the type of financial instruments and the markets the orders are executed, as well as the client categorization (i.e. retail or professional). The typical commissions scales vary depending on the type of service offered.

<b>Type of Service</b>	<b>Commission Scale</b>
Online trading and Order Taking	0,50% - 1%

It needs to be noted that a minimum commission of €0.50 is applied on each stock transaction in the CSE or ASE.

#### **2. Account opening**

<b>Description</b>	<b>CSE charge</b>	<b>ASE</b>
Depository Account opening	€10	€10
Power of Attorney registration	€5	-
Registration on a certificate of directors (legal)	€10	-
Stamps & Certification	€6	

#### **3. Central Depository Fees, Exchange Fees and other Transaction Fees**

The expenses summarized in the table below are based on the current pricing policy and the trading of the relevant stock exchange or depository, and are transferred to the client for each financial transaction.

<b>Stock Exchange</b>	<b>Stocks</b>	<b>Corporate Bonds</b>	<b>Government Bonds</b>
CSE (Main Market)	0,0325%	N/A	N/A
CSE (All other Markets)	0,08%	0,01%	0,01%
ASE	0,0325%	0,01%	0,01%

In addition the following fees are charged:

- A fixed fee of €0,16 for CSE and €0,06 for ASE is charged per trade.
- There is a further €0,66 (CSE) & €0.56 (ASE) charge per transactions of a client on a financial instrument, per transaction type (purchase or sale) per day on CSE and ASE.

#### 4. Sales Tax

The sales tax for transactions defined by the Ministry of Finance of the **Greek** Ministry of Economy and Finance is currently set at 0,20%. Sales tax is applicable on the sale of any financial instrument with the exception of 'Rights' on which no tax is charged in ASE.

#### 5. Safekeeping of financial instruments

Annual fee or by proportion (depending on the period of safekeeping), not greater than 0,5% of the value of the financial instruments which are safe kept by Prochoice in the markets mentioned above.

#### 6. Miscellaneous Charges

Description	CSE charge	ASE charge
Transfer from Global to Broker	€5	€0.20
Central Depository Statement	€4	€5
Request for Depository Account	€0.85	€5
Issuance of a LEI for legal entities	€100 (including the costs of the LEI issuer)	
Annual renewal of a LEI for legal entities	€100 (including the costs of the LEI issuer)	

Please note that all the above fees/charges may change according to the relevant stock exchange's pricing policy and Prochoice' policy regarding the costs transferred to the client.

**Prochoice has the right to change the above pricing policy that concerns costs and expenses for the provision of investment services. Any changes will be effected, at least, ten (10) calendar days after their public announcement to the clients.**

For other Markets and other Services please contact us for specific quotations at [backoffice@pro-choice.com.cy](mailto:backoffice@pro-choice.com.cy)

## APPENDIX III: DEFINITIONS

In this document only unless otherwise described capitalized words shall have the following meaning.

**Affiliate:** means, in relation to a legal person, a person controlled, directly or indirectly, by the same person as controls that person.

**Applicable laws:** means all laws, rules and regulations howsoever applying to Prochoice in relation to the provision of Services to the Client and, where relevant, the market practice of any exchange, market, trading venue or any clearing house and including the regulations of a competent authority.

**Broker:** means a member of an Exchange and/or Clearing House as is instructed by us (or by you in relation to the Settlement-only Service) to enter into any Transaction on an Exchange and/or clear and/or settle the same

**Clearing House:** means any entity providing settlement, clearing or similar services for, or as part of, an Exchange.

**Client Questionnaire:** means the questionnaire to be filled in by the Client for the set up and/or establishment of a Client's Investor Profile and/or as may be provided in the Investment Services Agreement; as such questionnaire may be requested by Prochoice or subject to applicable law be required to be updated or revised from time to time.

*Note: It is the Client's obligation of the Client to notify Prochoice of any changes of his Investor Profile.*

**Durable Medium:** means any instrument which enable the Client to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposed of the information and which allows the unchanged reproduction of the information stored.

**Elective Professional Client:** means a Client who: (a) is capable of making his own investment decisions and understanding the risks involved; (b) satisfies at least two of the following criteria:

- (i) has carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters;
- (ii) has a financial instrument portfolio, defined as including cash deposits and financial instruments, exceeding EUR 500,000;
- (iii) Works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

**Exchange:** means any exchange, market or association of dealers in any part of the world on or through which Investments, currencies or assets underlying, derived from or otherwise related directly or indirectly to Financial Instruments or currencies are bought and sold and includes any automated trading system administered by any such exchange, market or association.

**Execution Only Service:** the procession of a Transaction or Order being executed by Prochoice upon the specific instructions of the Client where Prochoice does not give advice on investments relating to the merits of the transaction or of the order.

**Execution Venue:** includes a Regulated Market (RM), a Multilateral Trading facility (MTF), an Organized Trading Facility (OTF), a Systematic Internalizer (SI), or a market maker or other liquidity provider or an entity that performs a similar function in a third country to the functions performed by any of the foregoing.

**Financial Instruments:** means all instruments listed below, as provided and listed in the Law:

- (1) Transferable securities;
- (2) Money-market instruments;
- (3) Units in collective investment undertakings (UCITS);
- (4) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to

securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;

(5) Options, futures, swaps, forwards 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 other than by reason of default or other termination event;

(6) Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market, a MTF, or an OTF, except for wholesale energy products traded on an OTF that must be physically settled;

(7) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point (6) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments;

(8) Derivative instruments for the transfer of credit risk;

(9) Financial contracts for differences;

(10) Options, futures, swaps, forward-rate agreements and any other derivative contracts relating to climatic variables, freight rates 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 other than by reason of default or other termination event, as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market, OTF, or an MTF;

(11) Emission allowances consisting of any units recognized for compliance with the requirements of Directive 2003/87/EC.

Subject to the Law, financial Instruments are divided into two categories: "non-complex" and "complex". The following products are considered to be **non-complex** for the purposes of the Law which in summary include:

(a) Shares admitted to trading on a Regulated Market or on an equivalent third-country market or on a MTF, where those shares in companies, and excluding shares in non-UCITS collective investment undertakings and shares that embedded a derivative;

(b) Bonds or other forms of securitized debt admitted to trading on a Regulated Market or on an equivalent third-country market or on a MTF, excluding those that embed a derivative or incorporate a structure which makes it difficult for a client to understand the risk involved;

(c) Money-market instructions, excluding those that embed a derivative or incorporate a structure which make it difficult for a client to understand the risk involved;

(d) Shares or units in UCITS, excluding structured UCITS (UCITS which provide investors, at certain predetermined dates, with algorithm-based payoffs that are linked to the performance, or to the realization of price changes or other conditions, of financial assets indices or reference portfolios of UCITS with similar features);

(e) Structured deposits, excluding those that incorporate a structure which makes it difficult for a client to understand the risk of return or the cost of exiting the product.

(f) other non-complex financial instruments, which:

(i) Do not incorporate a clause, condition or trigger that could fundamentally alter the nature or risk of the Financial Instrument or pay-out profile. This would include for example Investments that incorporate a right to convert the instrument into a different Financial Instrument; or

(ii) do not include any explicit or implicit exit charges that have the effect of making the Investment illiquid even though technically frequent opportunities to dispose or redeem it would be possible; or

(iii) Otherwise satisfy the criteria under article 57 of MiFID II Delegated Regulation.

All other products not included in the above-mentioned categories are treated as **complex products**. **Investment Advice:** means the provisions of personal recommendation to a client, either upon Client's request or at Prochoice's initiative in respect of one or more Transactions relating to Financial Instruments

**Investment Services or Services:** means any of the core services or ancillary services described in Part A provided by Prochoice in relation to Financial Instruments as may be requested by the Client or set in the Investments Services Agreement

**Investment Services Agreement:** the written agreement or contract entered into between Prochoice and a Client in relation to certain Services provided in respect of Financial Instruments as elected by the Client.

**Investor Profile:** investor profile or style defines an individual's preferences in relation to Investment Services or Financial Instruments.

**Instruction:** means any notice, demand, information, request or instruction (or any cancellation of any request or instruction) issued by the Client to Prochoice or by a Client's attorney or authorized signatory.

**Intermediary:** A company to which Prochoice transmits Orders for execution and which either executes the Order received from Prochoice on an Execution Venue or transmits the Order received from Prochoice to another Intermediary for execution.

**MiFID II:** means the Directive 2014/65/EU on markets in financial instruments.

**MiFID II Delegated Regulation:** means the Commission Delegated Regulation (EU) supplementing MiFID II as regards organizational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive.

**Multilateral Trading Facility (MTF):** means a multilateral system, operated by an investment firm or a market operator, which brings together multiple third party buying and selling interests in Financial Instruments – in the system and in accordance with non-discretionary rules – in a way that results in a contract in accordance with MiFID II.

**Law:** means the Investment Services and Activities and Regulated Markets Law (L.87 (i)/2017) which transposes into Cyprus legislation MiFID II.

**Order:** means any instruction received by Prochoice from the Client or on behalf of a Client, or generated by Prochoice on behalf of a Client, in relation to a Transaction.

**Organized Trading Facility (OTF):** means a multilateral system which is not a regulated market or an MTF and in which multiple third-party buying and selling interests in bonds, structured finance products, emission allowances or derivatives are able to interact in the system in a way that results in a contract in accordance with EU Directive 2014/65/EC (MiFID II).

**Per Se Professional Client:** means a Client considered by Prochoice to possess the experience and knowledge to make his own investment decisions and properly assess the risks that he incurs arising, based upon the Client falling into one of the categories set out by Law which in summary includes:

- (a) an entity required to be authorized or regulated to operate in the financial markets;
- (b) a large undertaking meeting two of the following size requirements on a company basis:
  - (i) balance sheet total of EUR 20,000,000;
  - (ii) net turnover of EUR 40,000,000;
  - (iii) own funds of EUR 2,000,000; or
- (c) a national or regional government, including a public body that manages public debt at national or regional level, a central bank, an international or supranational institution (such as the World Bank, the International Monetary Fund (IMF), the European Investment Bank (EIB)) or another

similar international organization; or another institutional investor whose main activity is to invest in Financial Instruments; and hence is not entitled to certain regulatory protections available to a Retail Client.

**Portfolio:** means the portfolio of Financial Instruments maintained by the Client with Prochoice pursuant to the terms of an Investments Services Agreement.

**Portfolio Valuation:** means the performance of the portfolio compared to the benchmark (if a benchmark has been specified) for the period the particular report refers to, as well as the confirmations of the transactions performed in the context of portfolio management for the specific time interval.

**Professional Client:** means a client who has been clarified by Prochoice as professional client for the purposes of the Law, either on the basis of such client being a Per Se Professional Client or an Elective Professional Client.

**Reception and Transmission of Orders Service:** refers to the reception of a purchase or sale Order from the Client and the immediate transmission of the instructions to the counterparty for execution.

**Regulated Market:** means as a multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in Financial Instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the Financial Instruments admitted to trading under its rules and/or systems, and which is authorized and functions regularly and in accordance with EU Directive 2014/65/EC (MiFID II).

**Regulator or Competent Authority:** means each of ESMA or any relevant applicable European Union or other competent regulatory authority regulating Prochoice.

**Retail Client:** means a client who is not a Professional Client (Per Se Professional Client or Elective Professional Client).

**Prochoice Terms and Conditions:** means the General Terms for Client - Prochoice for transactions as applicable from time to time which are available at, [www.pro-choice.com.cy](http://www.pro-choice.com.cy)

**Systemic Internalize (SI):** means an investment firm which, on an organized, frequent systematic and substantial basis, deals on own account when executing client orders outside a regulated market, an MTF or an OTF without operating a multilateral system.

**Tax or Taxes:** means any tax, levy, duty or other charge or withholding of a similar nature in any jurisdiction (including any penalty or interest payable in connection with failure to pay or any delay in paying of the same).

**Transaction:** means an order which a Client gives to Prochoice for the purchase or sale of a Financial Instrument, or any other transaction entered into between Prochoice and the Client which is either executed or received and transmitted by Prochoice under the terms of the Investment Services Agreement, including when an order, request for quote or other communications or actions in connection with a potential Transaction or Service in relation to Financial Instruments, has not yet resulted or did not result in the full or partial execution or transmission of the order or request for quote, for any reason, including Client's withdrawal or cancellation of his request or order.