

This version of the Policy of Avoidance of Conflicts of Interest is effective as of November 1, 2021.

**POLICY OF AVOIDANCE OF CONFLICTS OF INTEREST  
OF  
MONEDIUS**

**I. USED TERMS AND DEFINITIONS**

<b>Business Day</b>	A day (other than a Saturday, Sunday or a red-letter day) in the Republic of Poland.
<b>Conflict of Interest</b>	A conflict of interest occurs when an entity or individual becomes unreliable because of a clash between personal (or self-serving) interests and professional duties or responsibilities. Such a conflict occurs when a company or person has a vested interest - such as money, status, knowledge, relationships, or reputation - which puts into question whether their actions, judgment, and/or decision-making can be unbiased. When such a situation arises, the party is usually asked to remove themselves, and it is often legally required of them. A Conflict of Interest under the Policy includes both - an actual Conflict of Interest (a Conflict of Interest that has arisen) and a potential Conflict of Interest (a Conflict of Interest that may arise given particular facts and circumstances). It also includes a perceived Conflict of Interest, even where a Conflict of Interest may not exist.
<b>Group Company</b>	Any entity that is a part of the MONEDIUS group (including MONEDIUS).
<b>Investor</b>	The registered User (Lender) of the Platform who intends to grant the Loan to the Project Owner.
<b>Lender</b>	The Investor who on the basis of the Loan Agreement has granted the Loan to the Project Owner.
<b>Loan</b>	Funds granted to the Project Owner by the Lender in accordance with the Loan Agreement.
<b>Loan Agreement</b>	The commutative contract concluded between the User as the Lender and the borrower (Project Owner), on the basis of which the Lender grants to the borrower funds (the Loan), but the borrower is obliged to refund the Loan and the interest for the Loan use in accordance with the terms and conditions of the Loan Agreement.
<b>MONEDIUS</b>	MONEDIUS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, KRS number: 0000897902, REGON: 388870430, legal address: ul. Mokotowska, nr 15A, lok. 1B, miejsc. Warszawa, kod 00-640, poczta Warszawa, kraj Polska.
<b>Offer</b>	Any communication by MONEDIUS, in any form and by any means, presenting sufficient information on the terms of the Offer and the Project being offered, so as to enable an Investor to invest in the Project.

<b>Platform</b>	Technical solution located at <a href="https://monedius.com/">https://monedius.com/</a> maintained by MONEDIUS.
<b>Policy</b>	This MONEDIUS's policy of avoidance of conflicts of interest.
<b>Project</b>	A business project for which the Project Owner aims to obtain a Loan through the Platform.
<b>Project Owner</b>	Any natural (individual entrepreneur) or legal person who seeks funding through the Platform.
<b>Related Person</b>	a) the shareholder of MONEDIUS holding 20% or more of share capital or voting rights; b) any natural or legal person linked to the board members, employees or to persons specified in point a) above by control as defined in Point (35)(b) of Article 4(1) of the MiFID II.
<b>User</b>	Any prospective or actual Investor or a Project Owner to whom MONEDIUS provides, or intends to provide, crowdfunding services.
<b>Website of MONEDIUS User Agreement</b>	The Agreement concluded in the form of a remote access contract between the User and MONEDIUS about conditions of using the Platform and the User's profile.

## II. GENERAL PROVISIONS

- 2.1. This Policy aims to establish the circumstances related to the business model of MONEDIUS which cause or may cause a Conflict of Interest violating the interests of one or several Users, as well as the requirements which should be maintained in order to avoid a Conflict of Interest, and instruments, which are resorted to managing a Conflicts of Interest.
- 2.2. Management bodies of MONEDIUS are responsible for implementing systems, controls, and procedures to identify, escalate and manage Conflicts of Interest.
- 2.3. MONEDIUS may accept the persons specified in Clauses 2.6 of the Policy as Investors in the Projects offered on the Platform provided that the investments by these persons are made under the same conditions as those of other Investors.
- 2.4. Every employee of MONEDIUS is responsible for identifying and escalating potential Conflicts of Interest so that they may be appropriately managed and resolved.
- 2.5. The management bodies and employees of MONEDIUS are expected to act in accordance with the highest ethical standards when carrying out their duties at MONEDIUS.
- 2.6. This Policy shall apply to MONEDIUS's business area and is directed to:
  - 2.6.1. management bodies of MONEDIUS;
  - 2.6.2. board member of MONEDIUS;
  - 2.6.3. employees of MONEDIUS;
  - 2.6.4. Related Persons;
  - 2.6.5. Group Companies;
  - 2.6.6. outsourced service providers of MONEDIUS.
- 2.7. A Conflict of Interest may arise between:
  - 2.7.1. MONEDIUS and its shareholder;
  - 2.7.2. MONEDIUS and its board member;
  - 2.7.3. MONEDIUS and one or several employees of it;
  - 2.7.4. Group Companies (including MONEDIUS);
  - 2.7.5. MONEDIUS, its board member or employees and the Related Persons;
  - 2.7.6. MONEDIUS, its board member or employees and one or more Users;
  - 2.7.7. two or more Users within the framework of the services provided by MONEDIUS;
  - 2.7.8. MONEDIUS, its board member or employees and the outsourced service providers; or
  - 2.7.9. a Related Person and a User.
- 2.8. MONEDIUS reviews this Policy on the annual basis or upon necessity.

### **III. CAUSE OR ABILITY TO CAUSE CONFLICTS OF INTEREST**

- 3.1. MONEDIUS, in order to identify potential Conflicts of Interest that could affect the financial interests of the Users, appoints an employee to assess whether MONEDIUS or any person specified in Clause 2.6. of the Policy is interested in any of the situations listed below:
  - 3.1.1. may experience a financial advantage or avoid a financial loss at the expense of the User;
  - 3.1.2. has an interest in the result of the rendered service or in the result of a transaction concluded at the expense of the User other than the interest of this User;
  - 3.1.3. receives or will receive from a person (other than a User) an inducement in relation to a service provided to the User, in the form of monies, goods or services, other than a standard fee for that service;
  - 3.1.4. has financial or other incentives to favour the interest of another User or group of Users over the interests of the particular User.
- 3.2. Additionally, when identifying Conflicts of Interest that might arise as specified in Clause 2.7 of the Policy, MONEDIUS also considers whether:
  - 3.2.1. the person's individual interests in the outcome of a particular Project are directly contrary to the interests of MONEDIUS or the User;
  - 3.2.2. the person can influence decisions of MONEDIUS in a manner that leads to an advantage for that person;
  - 3.2.3. the person receives monetary or non-monetary benefit because of its position in MONEDIUS;
  - 3.2.4. engagement of this person impairs or may prejudice his/her independence, judgment, objectivity or ability to perform his/her duties.
- 3.3. Conflicts of Interest relating to MONEDIUS can be described as follows:
  - 3.3.1. MONEDIUS favours its interests and interests of the persons specified in Clause 2.6 of the Policy over than interest of the Users;
  - 3.3.2. MONEDIUS may assess Users in a biased and subjective manner, compared to individuals who have direct or indirect links with MONEDIUS;
  - 3.3.3. the persons specified in Clause 2.6 of the Policy may enter into crowdfunding transactions at their own expense, using the confidential information entrusted to MONEDIUS.
- 3.4. Where a Conflict of Interest may arise, priority should be given to the interests of the Users, then to the interests of MONEDIUS.

### **IV. MANAGEMENT OF CONFLICTS OF INTEREST**

- 4.1. MONEDIUS operates as an intermediary only between its Users – Investors and Project Owners, and does not have any participation in Offers on the Platform and does not accept persons specified in Clause 2.6 of the Policy as Project Owners.
- 4.2. MONEDIUS takes all the necessary actions to ensure that the actions taken by MONEDIUS are based on the best interest of the Users.
- 4.3. While performing their functions, all employees of MONEDIUS and/or persons specified in Clause 2.6 of the Policy must ascertain whether there is any Conflict of Interest, avoid Conflicts of Interest or withdraw if there are any potential situations that may cause a Conflict of Interest.
- 4.4. If a Conflict of Interest arises, participation in the Offer may be rendered only if the User clearly expresses his/her consent concerning the provision of the Platform's services.
- 4.5. The main principles in the prevention and management of Conflicts of Interest are:
  - 4.5.1. assessment of the risk damage to the interests of the Users;
  - 4.5.2. keeping and maintaining the register of the persons specified in Clause 2.6 of the Policy;
  - 4.5.3. monitoring of the execution of the investments into Projects made by the persons specified in Clause 2.6 of the Policy;
  - 4.5.4. keeping and maintaining the register of the transactions specified in Sub-Clause 4.5.3 above;
  - 4.5.5. monitoring and management of circumstances, which constitute or may give rise to a Conflict of Interest.
- 4.6. MONEDIUS takes actions to ensure that:
  - 4.6.1. the interests of MONEDIUS have no unfair advantage over the Users' interests;
  - 4.6.2. personal, financial or other interests of MONEDIUS and persons specified in Clause 2.6 of the Policy have no influence or appear to have no influence on the provision of services to the Users;
  - 4.6.3. the interests of one User are not preferred over those of other Users.
- 4.7. MONEDIUS has appointed an employee who monitors and reviews the management of Conflicts of Interest and the effectiveness of the current procedures on the regular basis. The employee responsible for the management of Conflicts of Interest shall:

- 4.7.1. review the terms and conditions of the Policy on the regular basis and ensure compliance with the requirements of the applicable laws;
- 4.7.2. inform the employees and management bodies of MONEDIUS, whether a Conflict of Interest lies in the ongoing situation, as well as advice on how such a situation should be managed;
- 4.7.3. perform other actions aimed at the proper and timely identification and management of Conflicts of Interest.
- 4.7.4. MONEDIUS collects all the information that proves the absence of a Conflict of Interest, as well as documents and other information that may confirm that the Users were duly informed about the current situation and agree to further provision of services by MONEDIUS.
- 4.7.5. In the event where a Conflict of Interest arises between several Users, MONEDIUS coordinates such a situation in such a way that no User would benefit from another User.

## **V. DISCLOSURE OF CONFLICTS OF INTEREST**

- 5.1. In the event of a Conflict of Interest, MONEDIUS must inform each User explicitly, clearly and against a receipt, of any Conflicts of Interest that may have arisen. This information can also be presented by telephone if it is being recorded and can be used as proof.
- 5.2. MONEDIUS must present the information to the Users on a durable medium and the information should be clearly understandable to them, in order to make an informed decision on potential collaboration with MONEDIUS, with respect to which a Conflict of Interest may arise.
- 5.3. In the situation specified in Clause 2.3 of the Policy, MONEDIUS shall inform Users about the Projects in which the persons specified in Clause 2.6 of the Policy will make the investments by fully disclosing all the relevant information on the Platform. The information will provide a specific and clear description of the Conflict of Interest and of the risks to the Users that may arise as a result of the Conflict of Interest.
- 5.4. MONEDIUS takes all the necessary measures to ensure that the investments by the persons specified in Clause 2.6 of the Policy are made under the same conditions as those of other Investors.

## **VI. OTHER PROVISIONS**

- 6.1. In situations that are not regulated by the Policy, the User and MONEDIUS shall act in accordance with the terms and conditions of the Website of MONEDIUS User Agreement and/or Loan Agreement.
- 6.2. In case of additional questions, the User can contact the MONEDIUS's team via email at [support@monedi.com](mailto:support@monedi.com).