

Conflicts of Interest Policy

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1. Scope

Conflicts of Interest and potential conflicts are ubiquitous in the financial services industry and Timelineapp Tech Limited (we/us/it/our) takes the management and mitigation of such conflicts seriously. Although the potential for conflicts to arise is most likely to be greater in large organisations providing a full range of financial services, even smaller firms may have interests which conflict with the duties owed to clients. The failure to deal appropriately with any conflict leads to the undermining of confidence in the financial markets in general. At the individual firm level, firms failing to address such conflicts may be exposed to the risk of litigation and loss of reputation. Therefore, regulatory authorities expect strong management oversight and control in this respect.

2.1. We do not take positions or deal on our own accounts. However, a conflict could arise where we, or a company in Timelineapp Tech Limited that is our holding company and its subsidiaries (a Group Company) or some other person connected with us (including an employee, Director or affiliate of Timeline):

2.1.1. Are likely to make a financial gain, or avoid a loss, at the expense of a client.

2.1.2. Have an interest in the outcome of a service provided to, or transaction carried out on behalf of, a client that is distinct from the client's interest.

2.1.3. Have a financial or other incentive to favour the interest of one client or group of clients over the interests of another client.

2.1.4. Carries on the same business as the client.

2.1.5. Receives, or will receive, an inducement from a third party in relation to a service provided to the client that is different from the standard commission, or fee, for that particular service.

2.2. Although we only provide discretionary services and investment management services, this is to a wide range of individuals and organisations and as a result, we or any Group Company may at times have interests which conflict with those of our client(s). We aim to treat our clients fairly, suitably and appropriately. One of the ways in which we consider these aims is to have regard to the conflicts of interest that may arise through our business activities where such conflicts may involve the risk of damage to our clients. Under the provisions of the FCA Rules, we are required to maintain and operate effective organisational and administrative arrangements with a view to taking all necessary and appropriate steps to identify, monitor and manage such conflicts of interest. We have put this Policy in place to meet this obligation and set out below a summary of that Policy and the key information that is needed by clients to understand the measures we are taking to safeguard the interests of our clients.

2.3. Our internal policies and procedures are designed to ensure that we identify potential conflicts of interest that arise or may arise between us and our clients and between one of our clients and another.

2.4. The circumstances in which such a conflict of interest or potential conflict of interest may arise, include, but are not limited to, where we or any of our associates (as defined in section 345 of the Companies Act, 2006) (including any Group Company) may:

2.4.1. Act on behalf of a client, as an agent and also act for an associate (including any Group Company) or a third-party client or investor in the same transaction, or act as a distributor of an investment and receive a benefit, including a placement fee, commission, rebate or reduction (whether from standard rates of commission or otherwise), in connection with any service or transaction provided or entered into. Where we are not prohibited by any relevant rules of the FCA, we may retain such benefit and we undertake to provide the client with further details of any such benefit that we receive on request.

2.4.2. Act in relation to investments where any of us is involved in a new issue, rights issue, takeover or similar transaction concerning the investments.

2.4.3. Act in relation to investments where it or any director or staff member may hold an interest or shareholding in the Issuer of the securities or the entity that is facilitating the investment.

2.4.4. Invest a client in or advise a client to invest in a fund(s) of which we are the investment manager.

2.4.5. Execute a transaction for or with a client in circumstances where we have knowledge of other actual or potential transactions in the relevant investment.

2.4.6. Hold a position in, or trade, deal or make markets in, investments purchased or sold by a client.

2.4.7. Recommend the purchase or sale of a designated investment in which one of our clients has given instructions to buy or sell.

3. Managing Conflicts

3.1. We have implemented and maintained a number of procedures and measures for preventing or where appropriate, managing conflicts of interest that arise in the course of our business. Such measures may include, but are not limited to, the following:

3.1.1. Structural separation. Such separation may be physical or otherwise, including but not limited to information barriers.

3.1.2. Compensation arrangements and/or management and supervisory structures which are aligned with this Policy.

3.1.3. Oversight of contacts between and within business units whose clients have adverse or competing interests with the clients of other business units.

3.1.4. Where Timeline is entitled to receive a fee from a third party, it will only do so in compliance with the FCA Rules.

3.1.5. Regulation of personal investment and business activities of our employees by our Compliance Department to prevent conflicts of interest arising against the interests of clients.

3.1.6. Disclosure on the website, in Timeline's Terms of Business, in any specific information document and/or in person, that conflicts of interest situations may arise and by accepting those Terms of Business or the specific investment, the client agrees that he/she/it does not object to a conflict of interest that is specifically disclosed.

3.2. Where these measures are not sufficient to ensure, with reasonable certainty, that risks of damage to the interests of one or more clients will be prevented, we will be required to clearly disclose the general nature and sources of the conflict(s) and to disclose the steps taken to mitigate those risks, in relation to the client(s) concerned, before undertaking business with or for the client(s). The nature of the disclosures must:

3.2.1. Be made in a durable medium.

3.2.2. Clearly state that the organisational and administrative arrangements established to prevent or manage that conflict are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of the client(s) will be prevented.

3.2.3. Include a specific description of the conflicts of interest that arise in the provision of investment services or ancillary services.

3.2.4. Explain the risks to the client(s) that arise as a result of the conflicts of interest.

3.2.5. Include sufficient detail, taking into account the nature of the client(s), to enable that/those client(s) to make an informed decision with respect to the service in the context in which the conflict of interest arises.

3.3. We must treat the disclosure of conflicts as a measure of last resort to be used only where the effective organisational and administrative arrangements established by us, to prevent or manage conflicts of interest, are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of the client(s) will be prevented.

3.4. If we believe there is no practicable way of preventing damage to the interests of one or more clients, we may decline to act.

3.5. Subject to the circumstances set out in section 2.1 above, which may result in conflicts of interest, we require our clients to agree that we and any relevant Group Company may

provide the relevant services despite any such interest and that we are not required to account for any income, gain, profit, benefit or other advantage arising from doing so, provided that we do not contravene the FCA Rules.

3.6. Where we have a discretionary mandate from a client and invest some or all of their assets in a Timeline portfolio (where we are the investment manager), there could be a conflict of interest which must be managed.

3.7. We will be entitled from time to time, at our absolute discretion, to delegate to any person or entity the performance of any of our duties, functions or powers. If required by any applicable regulations, the appropriate details of any delegation will be provided to clients.

4. Updating the Policy

How often will we update the policy?

We will update the Policy periodically to take into account changes as and when appropriate.

How can clients obtain the most recent version of the Policy?

If a client would like to receive a copy, they may contact us in the manner described in section 6.

5. Consenting to this Policy

We are required to obtain a client's written consent to this Policy before we undertake any transaction or provide any service to them. Client consent will be given in our Application Form and is deemed to refer to the most current version of this Policy.

6. Contact Details

How does a client contact us in connection with this Policy?

If a client has any queries about the Policy, they may contact our Compliance Officer via email at support@timeline.co or at the address below:

Compliance Officer
Timeline,
70 Gracechurch Street,
4th Floor,
London,
EC3V 0HR,
United Kingdom

Timeline, 70 Gracechurch Street, 4th Floor, London, EC3V 0HR, United Kingdom, 0203 998 8300

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