MONEX

Monex Europe Markets S.V., S.A.U.

Customer Service Operating Rules

The purpose of approving these Customer Service Operating Regulations is to ensure adequate compliance with the provisions of the *Order of the Ministry of Economy ECO/734/2004 of 11 March 2004, on customer service departments and services and the customer ombudsman of financial institutions* (hereinafter, "the Order"), which establishes the requirements and procedures to be complied with by the customer service departments and services of the different types of entities operating in the Spanish financial system.

The Customer Service regulated by these Regulations will extend its powers to the entity Monex Europe Markets, S.V., S.A.U, (hereinafter, "Monex"), which will be responsible for channelling all complaints and claims, as defined below, that are received by its customers from it. Monex's Customer Service intends to perform the aforementioned function for the entity based in Spain and affected by the Order, assuming, therefore, the responsibilities of compliance with the current regulations on customer protection.

The purpose of these Regulations is to regulate the requirements, procedures and general activity that must be observed by the Customer Service of the Monex entity, in order to guarantee at all times adequate compliance with the regulations on transparency and customer service of Monex.

1 Chapter I. Purpose and scope of application

1.1 Purposes

The purpose of these Regulations is to regulate the designation, structure, procedure and scope of action of the Monex Customer Service affected by the Order. It will also include the operational procedure that any claim must follow from the time it is received by Monex until it is resolved by the Customer Service.

1.2 Scope of application

a) Subjective scope of application

These Regulations shall apply to the entity Monex Europe Markets, SAU, (hereinafter, "Monex").

b) Objective scope of application

The provisions of these Regulations shall apply to complaints and claims lodged directly or on behalf of all natural or legal persons, Spanish or foreign, who meet the status of user of the investment services provided by the institution, provided that such complaints and claims refer to their legally recognised interests and rights, whether they arise from contracts, transparency and customer protection regulations or good financial practices and customs, in particular, the principle of equity.

In this regard, **complaints** will be considered those referring to the operation of the investment services provided to users by the entity that are subitted due to delays, inattention or any other type of deficient action observed in their operation.

Claims shall be considered to be those submitted by users of investment services that reveal, with the aim of obtaining the restitution of their interest or right, specific facts referring to actions or omissions of the entities that represent harm to the interests or rights of the person making them due to breach of contracts, the regulations on transparency and customer protection or of good financial practices and customs.

2 Chapter II. Customer Service and Customer Ombudsman Requirements and Duties

2.1 Appointment of the manager

The purpose of the Customer Service is to attend to and resolve complaints and claims submitted by the entity's customers.

The person in charge of the Customer Service (hereinafter referred to as the "CS manager") will be a person with commercial and professional repute, and with adequate knowledge and experience to perform their duties. Said CS manager will be appointed by the Managing Director of Monex.

The appointment of the CS manager will be duly communicated to the National Securities Market Commission.

Their term of office shall be 2 years, automatically renewable for annual periods, without prejudice to the provisions of the following article.

The appointment as CS manager will be incompatible with the performance of tasks within the company, related to the commercial or operational aspect, so that their independence of judgment is not questioned.

The Customer Service will be equipped with the appropriate human, material, technical and organisational resources to carry out its functions.

The Customer Service resource will be free of charge and the position of CS manager as the person responsible for it will not be remunerated.

2.2 Grounds for ineligibility, incompatibility and dismissal of the Customer Service manager

The appointment as CS manager will be incompatible with the performance of tasks within the Entity related to commercial or operational aspects.

On the other hand, the following may not hold the position of CS manager:

a) Bankrupt persons that have not been discharged.

b) Those who are disqualified or suspended, criminally or administratively, from holding public office or from administrating or managing entities.

c) Those who have a criminal record.

d) Those who are responsible for operational or commercial functions of the entity.

The CS manager will cease to hold office:

a) When the established term has expired, provided that its automatic renewal is not agreed, as indicated in Article 2.1 cited above.

b) By withdrawal due to the manager's own will.

c) Due to illness or physical impossibility for the proper performance of their functions.

d) For serious breach of their duties.

e) By their appointment to other commercial and operational functions within the entity, with the agreement of the manager themselves.

f) For having been convicted by a final judgment in criminal matters.

2.3 Customer Service Responsibilities

The Customer Service will be solely responsible for the investigation of the cases that are processed to resolve any complaints or claims received by Monex submitted by its customers, provided that they concern any of the matters referred to in Article 2.1 of these Regulations.

2.4 Duty of cooperation

All departments and services of the entities will provide the customer service department with any support requested in the procedures for the analysis, processing and resolution of complaint cases, and must provide it with all the information required in the exercise of its functions.

3 Chapter III. Procedure for processing and resolving complaints and claims

3.1 Deadline for submitting the complaint

In accordance with the provisions of the Order, customers may file the complaints and claims they deem appropriate at any time from the time they become aware of its reason until a maximum period of two years has elapsed from the time the fact is known by the claimant.

3.2 Form, content and place of submission of complaints and claims

3.2.1 The customer may submit complaints and claims in person or through representation, on paper or by computer, electronic or telematic means, provided that these allow the reading, printing and retention of the documents and meet the requirements set out in *Law 6/2020, of 11 November, regulating certain aspects of trusted electronic services.*

3.2.2 The procedure shall be initiated by the submission of a document stating:

a) Name, surnames and address of the interested party and, where appropriate, of the person representing them, duly accredited; national identity document number for natural persons and CIF (tax ID number) for legal persons.

b) Reason for the complaint or claim, with clear specification of the issues on which a statement from the Service is requested.

c) Department or service where the facts that are the subject of the complaint or claim occurred.

d) Information on what the customer considers Monex should do to correct or compensate them for the harm caused.

e) Indication that the claimant is not aware that the subject matter of the complaint or claim is being substantiated through an administrative, arbitral or judicial procedure.

f) Place, date and signature.

The claimant must provide, together with the above document, the documentary evidence in their possession on which their complaint or claim is based.

3.3.3 Complaints and claims may be addressed to Customer Service, at the address set out for this purpose in the Complaints Policy section of the entity's website and at the email and postal address provided by the entity for this purpose, as well as, if it exists, at any office of the entity open to the public. (Data set out in the Annex to these Regulations).

3.3 Admission for processing

3.3.1 Once the complaint or claim has been received by the entity, in the event that it has not been resolved in favour of the customer by the commercial or operational department itself, it will be forwarded to Customer Service, which will acknowledge receipt in writing and will record the date of submission for the purposes of calculating the resolution period.

Once the complaint or claim has been received by Customer Service, the case will be opened.

The complaint or claim shall be submitted only once by the interested party, and may not be required to be submitted again to different bodies of the Entity.

The date of submission that will appear will be the date of receipt by the entity, in any of the existing instances.

3.3.2 If the identity of the claimant is not sufficiently proven, or the facts that are the subject of the complaint or claim cannot be clearly established, the signatory will be required to complete the documentation submitted within ten calendar days, with a warning that, if they do not do so, the complaint or claim will be filed without further processing.

The period used by the claimant to correct the errors referred to in the previous paragraph will not be included in the calculation of the two-month period available to Customer Service to issue a statement on the complaint or claim.

3.3.3 Complaints and claims may only be refused admission for processing in the following cases:

a) When essential data for the processing that cannot be corrected are omitted, including cases in which the reason for the complaint or claim is not specified.

b) When it is intended to process as a complaint or claim, appeals or different actions, the knowledge of which is within the competence of the administrative, arbitral or judicial bodies, or it is pending resolution or litigation or the matter has been resolved in those instances.

c) When the facts, reasons and request in which the issues that are the subject of the complaint or claim are specified do not refer to specific operations or do not meet the requirements established in Section 2 of Article 2 of *Order ECO/734/2004*. These

requirements of the Order refer to the fact that those natural or legal persons, Spanish or foreign, who submit the complaint or claim must meet the condition of being a user of the investment services provided by Monex, provided that such complaints and claims refer to their legally recognised interests and rights, whether they derive from contracts, transparency and customer protection regulations, or from good financial practices and customs, in particular, from the principle of equity.

d) When complaints or claims are made that reiterate previously resolved ones, submitted by the same customer in relation to the same facts.

e) When the two-year period for the submission of complaints and claims has elapsed from the date on which the customer became aware of the facts giving rise to the complaint or claim.

f) When it becomes aware of the simultaneous processing of a complaint or claim and of an administrative, arbitral or judicial procedure on the same matter, it must refrain from processing the former.

3.3.4 When the interested party has replied and the grounds for inadmissibility are maintained, the final decision adopted will be communicated to them.

When Customer Service deems that the complaint or claim is not admissible for processing for any of the reasons indicated, it will inform the interested party of this by means of a reasoned decision, giving them a period of ten calendar days to submit their allegations. Likewise, the claimant will be able to submit the claim again for the same facts or request the opening, for that contingency, of a new case.

3.4 Internal processing of the claim case

In the course of processing the cases, Customer Service may collect from both the claimant and the different offices, departments and services of the Entity concerned, as much data, clarifications, reports or evidence as they deem relevant to make their decision.

3.5 Admission and withdrawal of the case

If, in view of the complaint or claim, Monex rectifies its situation with the claimant to the satisfaction of the latter, it must communicate this and justify it with documentation, unless there is an express withdrawal by the interested party.

In such cases, the complaint or claim will be filed without further processing. Interested parties may withdraw their complaints and claims at any time.

Withdrawal will lead to the immediate termination of the procedure as far as the relationship with the interested party is concerned.

The maximum period stipulated in these Regulations for the processing of complaints and claims is two months, from the date on which the complaint or claim was submitted to Customer Service at the e-mail and postal address provided for this purpose, or, if it exists, at any office open to the public. The date of submission that will appear will be the date of receipt by the entity, in any of the existing instances.

3.6 Termination and notification

3.6.1 The case must be concluded within a maximum period of two months, and the claimant may, after the end of this period, go to the Claims Services of the Financial Supervisors, being, in the specific case of the CNMV, the Claims Service of the National

Securities Market Commission. Consumers who do so may do so within two years from the date of filing the claim with Customer Service.

3.6.2 The decision shall be reasoned and shall contain clear conclusions on the request made in each complaint or claim, based on the contractual clauses, the applicable rules of transparency and customer protection, as well as good financial practices and customs.

In the event that the decision deviates from the criteria expressed in previous similar cases, the reasons justifying it must be provided.

3.6.3 The decision shall be notified to the interested parties within 10 days of its date, in writing or by computer, electronic or telematic means, provided that these allow the reading, printing and retention of the documents, as expressly designated by the claimant and, in the absence of such indication, through the same means in which the complaint or claim was filed.

3.6.4 The decisions that conclude the procedures for processing complaints and claims will be binding on the entity, and will expressly mention the power of the claimant whereby, in the event of disagreement with the result of the statement issued by Customer Service, the interested party may go to the CNMV Claims Service in defence of their interests.

3.6.5 In any case, the claimant may go to said CNMV Claims Service if they have not received a response from Customer Service by the time two months since the filing of the Claim have elapsed.

3.7 Relationship with the CNMV Claims Service

Monex will attend, through the Customer Service manager, to the requirements that the CMMV Claims Service may make in the exercise of its functions.

4 Chapter IV. Duties of information with regard to customers

4.1 Duties of information

The Entities will make available to their customers, on their websites in the event that the contracts have been entered into by telematic means, and in each of the offices open to the public, the following information:

a) The existence of the Customer Service, indicating its postal and electronic address.

b) The obligation on the part of the entities to attend to and resolve the complaints and claims submitted by their customers within two months of their submission and acknowledgement of receipt by the entity, with the claimant, from the end of said period, being able to go to the CNMV Claims Service.

c) Reference to the CNMV Claims Service, specifying its postal and email addresses, and the need to exhaust the Customer Service channel in order to be able to file complaints and claims with them.

d) These Operating Regulations.

e) References to the regulations on transparency and protection of financial services customers.

4.2 Annual report

Within the first quarter of each fiscal year, Customer Service shall submit to the General Management of Monex an explanatory report on the performance of its function during the preceding financial year, which shall have the following minimum content:

a) Statistical summary of the complaints and claims dealt with, with information on their number, admission for processing and grounds for inadmissibility, reasons and issues raised in the complaints and claims, and amounts and sums concerned,

(b) Summary of the decisions rendered, indicating whether they were favourable or unfavourable to the claimant;

c) General criteria contained in the decisions,

d) Recommendations or suggestions derived from their experience, with a view to better achieving the purposes that inform their action.

At least one summary of the report will be incorporated into Monex's annual report.

5 Annexe

The contact details of the Customer Service of Monex Europe Markets, S.V., S.A.U., are as follows:

(i) Manager: Gema Cobo Díaz

(ii) Email: consultas.memsv@monexeurope.eu

(iii) Address: Plaza Pablo Ruiz Picasso, 1, Torre Picasso, 28020, Madrid.