



# Conflicts of Interest Policy

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The Company's official language is the English language. Any other language translation of this Agreement is for informational purposes only and does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

In case of any contradiction between the English and any other language version, the English version shall prevail.

## 1. Introduction

- 1.1 The Website of Purewallet.eu is operated by FXNET Limited. FXNET Limited (hereinafter referred to as 'FxNet', the 'Company', the 'Firm', 'us', 'our') is a Cypriot Investment Firm (CIF) which is authorized and regulated by the Cyprus Securities and Exchange Commission ("CySEC"), under license number 182/12, incorporated and registered under the laws of the Republic of Cyprus (Certificate of Incorporation No. 300624), registered office at 4 Theklas Lysiotti St, Harmony House, Office 31, 3rd floor, 3030 Limassol, Cyprus.
- 1.2 This summarized Conflicts of Interest Policy ("the Policy") is provided to you (our Client or prospective Client) in accordance with the Investment Services and Activities and Regulated Markets Law of 2017 L. 87(I)/2017 ("the Law"), which transposes the Directive 2014/65/EU on markets in financial Instruments ("MiFID II"), pursuant to which the Company is required to take all reasonable steps to detect and avoid conflicts of interest.
- 1.3 The Company is committed to act honestly, fairly, and professionally and in the best interests of its Clients and to comply, in particular, with the principles set out in the above Law when providing investment services and other ancillary services related to such investment services.

## 2. Scope

- 2.1 The main purpose of the Conflicts of Interest Policy (the 'Policy') is to outline the manner in which the Company identifies, manages and/or controls any possible conflicts which may arise during the course of the Company's business activities. In addition, this document identifies circumstances which may give rise to a conflict of interest.
- 2.2 The Company has taken all sufficient steps to identify and prevent or manage conflicts of interest which may arise between the Company, including its directors, managers, employees and any person directly or indirectly linked to the Company and its Clients or between one Client and another that arise in the course of providing any investment and ancillary services, or combinations thereof, including the Company's own remuneration scheme and other incentive structures. Therefore, this Policy sets out the necessary procedures, controls and practices in place to ensure that any Conflicts of Interest are identified and prevented or adequately managed. If the steps taken by the Company to prevent or manage or mitigate conflicts of interest from negatively affecting the interests of its Client are not sufficient, the Company shall clearly disclose to the affected Client through a durable medium (see section 9), the general nature and sources of conflicts of interest as well as the risks to the Client and all the remedial actions taken to mitigate those conflicts of interest.
- 2.3 The Policy applies to all its directors, managers, employees, any persons directly or indirectly linked to the Company (hereinafter called 'Relevant Persons') and refers to all interactions with all Clients.
  - 2.3.1 Relevant Persons of the Company includes the following:

- (a) Directors.
- (b) Managers who directly or indirectly, may affect the interest of the Clients or potential Clients.
- (c) Employees who directly or indirectly, may affect the interest of the Clients or potential Clients.
- (d) Persons or services outsourced who directly or indirectly may affect the interest of the Clients or potential Clients.  
Any persons directly or indirectly linked to the Company by means of control.

2.4 The Company shall take all reasonable steps to identify conflicts of interest between itself, including its managers and employees, tied agents, or other Relevant Persons, as well as any person directly or indirectly linked to them by control, and their clients or between one client and another, that arise in the course of providing any investment and ancillary services, or combinations thereof.

### 3. Identification of Conflicts of Interest

- 3.1 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 takes into account, whether the Company deals with or on behalf of the Client, the Company, an associate or some other person connected with the Company, who may have an interest, relationship or arrangement in relation to the transaction concerned or that conflicts with the Client's interest
- 3.1.1 The Company hereby identifies and discloses a range of situations and circumstances which may give rise to a conflict of interest and potentially but not necessarily be detrimental to the interests of one or more Clients.
  - 3.1.2 For the purposes of identifying the types of conflicts of interest that may arise in the course and/or as result of providing investment services or ancillary services or investment activities or otherwise, whose existence may damage the interest of a Client, the Company takes into account, whether the Company or a Relevant Person, is in any of the following situations:
    - a. The Company or a Relevant person or an associate or some other person connected with the Company is likely to make a financial gain, or avoid a financial loss, at the expense of the Client;
    - b. The Company or a Relevant person or an associate or some other person connected with the Company 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 a Relevant person or an associate or some other person connected with the Company 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 a Relevant person or an associate or some other person connected with the Company carries on the same business as the Client;
    - e. The Company or a Relevant person or an associate or some other person connected with the Company 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;
  - 3.1.3 While it is not feasible to define precisely or create an exhaustive list of all relevant conflicts of interest that may arise, as per the current nature, scale and complexity of the Company's business, the following list includes 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, as a result of providing investment services:

- A. The Company may be advising and providing other services to associates or other Clients of the Company who may have interests in Financial Instruments or Underlying Assets, which are in conflict or in competition with the Client's interests.
  - B. The Company may have an interest in maximizing trading volumes in order to increase its commission revenue, which is inconsistent with the Client's personal objective of minimizing transaction costs.
  - C. The Company may receive commissions and/or other inducements from its Liquidity provider for the transmission of Client Orders.
  - D. 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
  - E. Has a financial or other incentive to favor the interest of another Client or group of Clients over the interests of the Client.
  - F. The Company may have relationships with many third-party product providers/financial institutions who may remunerate the Company via inducements/commissions/fees and the Company may favor one over another in the recommendation process if higher inducements/commissions/fees are provided.
  - G. The Company or a Relevant Person may receive or pay inducements to or from third parties due to the referral of new Clients or Clients' trading in the form of monies, goods or services, other than the standard commission or fee for that service.
  - H. The Company provides a service to a Client and the Company has a material interest in the transaction.
  - I. A transaction is executed in financial instruments in respect of which the Company may benefit from a commission, fee, or non-monetary benefit payable otherwise than by the Client; Any market information, training, and discussions regarding possible market trends should not be construed as trading/investment advice. It is the Client's responsibility to perform its own market research before entering into any position.
  - J. The Company may have an interest in maximizing trading volumes in order to increase its commission revenue, which is inconsistent with the Client's personal objective of minimizing transaction costs.
  - K. The Company may act as principal for the Client in relation to the transactions.
  - L. The Company may be matching the Client's Order with that of another Client by acting on such other Client's behalf as well as on the Client's behalf.
  - M. The Company trades its proprietary positions and at the same time has knowledge of Client's future transactions via stop limit orders, as applicable.
  - N. The Company is the counterparty to its Clients positions (i.e. act as Principal) and therefore stands to profit if the Client loses.
  - O.
  - P. The Company may compensate providers of strategies which are copied by other Clients, based on number of subscribers they have.
  - Q. Produce or disseminate investment research may affect the best interest of the Client.
  - R. The Company may be advising and providing other services to associates or other Clients of the Company who may have interests in Financial Instruments or Underlying Assets, which are in conflict or in competition with the Client's interests;
  - S. The Company's portfolio managers may trade in Financial Instruments on behalf of the Clients knowing that the trades will be beneficial to the Company, its employees' or related persons' positions in the same Financial Instruments;
  - T. The Company may provide portfolio management services to its Clients, while also recommending or selling products issued by the Company, or affiliated companies.
- 3.1.3.1 It should be noted that the above circumstances which constitute or may give rise to a conflict of interest, are not necessarily detrimental to the interests of Clients.

- 3.2 The Client consents to and authorizes the Company to deal with or for the Client in any manner which the Company considers appropriate, notwithstanding any conflict of interest or the existence of any material interest in a transaction, without prior reference to the Client. Company employees are required to comply with a policy of independence and to disregard any such material interest or conflict of interest while offering services to the Client.

## 4. Managing Conflicts of Interests

- 4.1 In general, the procedures and controls that the Company follows to manage the identified conflicts of interest include, but are not limited to, the following:
- 4.1.1 It is a legal obligation of the Company to establish, implement and maintain an effective conflict of interest policy. Where conflict of interest arises, the Company endeavors to manage such conflict promptly and fairly.
  - 4.1.2 In order to address and efficiently manage both the potential and existing conflicts of interest the Company has set up internal policies; The Compliance Department is responsible for taking all reasonable steps to identify and manage all abovementioned conflicts. Moreover, the Compliance Department is also responsible for updating all internal procedures in order to ensure compliance with relevant laws and regulations.
  - 4.1.3 The Company maintains and operates effective organizational and administrative procedures to manage the identified conflicts of interest. Additionally, the Company undertakes ongoing monitoring of its business activities to ensure that all internal controls are appropriate and sufficient.
- 4.2 In general, the procedures and controls that the Company follows to manage the identified conflicts of interest include the following measures:
- a. The Company undertakes ongoing monitoring of business activities to ensure that internal controls are appropriate. Effective procedures to prevent or control the exchange of information between Relevant Persons engaged in activities involving a risk of a conflict of interest where the exchange of that information may harm the interests of one or more Clients;
  - b. The separate supervision of Relevant Persons whose principal functions involve carrying out activities on behalf of, or providing services to, Clients whose interests may conflict, or who otherwise represent different interests that may conflict, including those of 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 investment or ancillary services or activities;
  - e. Measures to prevent or control the simultaneous or sequential involvement of a Relevant Person in separate investment or ancillary services or activities where such involvement may impair the proper management of conflict of interest;
  - f. A policy designed to limit the conflict of interest arising from the giving and receiving of inducements. The appropriate disclosure(s) to the Client in a clear, fair and not misleading manner to enable the Client to make an informed decision;
  - g. A periodic review (at least on annual basis) of the Company's execution arrangements;
  - h. A 'need to know' policy governing the dissemination of confidential or inside information within the Company;
  - i. Chinese walls restricting the flow of confidential and inside information within the Company, and physical separation of departments;

- j. Procedures governing access to electronic data;
- k. Segregation of duties that may give rise to conflicts of interest if carried on by the same individual;
- l. A remuneration policy that ensures remuneration methodologies do not compromise the Company's duty to act in the best interest of its Clients;
- m. Personal account dealing requirements applicable to Relevant Persons in relation to their own investments;
- n. A gifts and inducements log registering the solicitation, offer or receipt of certain benefits;
- o. Prohibition of external business interests conflicting with our interests as far as the Company's officers and employees are concerned, unless Board of Directors approval is provided;
- p. Establishment of in-house Compliance Department for performing ongoing monitoring to ensure that appropriate systems and controls for preventing and managing conflict of interests are maintained and are appropriately followed, and which reports to the Company's Board of Directors;  
Prohibition on officers and employees of the Company having external business interests conflicting with the interests of the Company without the prior approval of the Company's Board of Directors.
- q. Appointment of Internal Auditor to ensure that appropriate systems and controls are maintained and report to the Company's Board of Directors;
- r. Establishment of the four-eyes principle in supervising the Company's activities;
- s. The Company also undertakes ongoing monitoring of business activities to ensure that internal controls are appropriate;
- t. A policy designed to limit the conflict of interest arising from the giving and receiving of inducements.
- u. A "need-to-know" policy governing the dissemination of confidential or inside information within the Company.
- v. 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.
- w. Establishment of Personal Transactions Policy.
- x. Staff members are required to immediately notify the Company in case they perceive that a conflict of interest may be created due to the undertaking of a specific task/work.  
Staff members are forbidden to accept gifts, promotions, discounts or any other monetary or benefit in kind from Clients or third parties, which may create conflicts of interest.
- y. Advises/recommendations on transactions are prohibited.
- z. In circumstances not covered by the points above and given the nature of a conflict of interest situation, the Compliance Officer and/or the Senior Management shall decide whether to allow a transaction by notifying the Client, or not allow the transaction all together.
- aa. Effective procedures to ensure that the persons that produce marketing communications and/or marketing material comply will all provisions of this Policy in relation to conflict of interests that may arise from the performance of their duties.
- bb. Employees are prohibited from accepting gifts or other inducements from any person that cannot be regarded as justifiable in all circumstances.  
Procedures designed to limit the conflict of interest arising from the giving and receiving of inducements unless designed to enhance the quality of service provided to Clients.

Before the publication of marketing communications and/or marketing material, they are being reviewed for the purposes of verifying the accuracy of factual statements or for being ensuring that they are in line with the Company's marketing guidelines and requirements.

- cc. Execution arrangements for obtaining the best possible result, "best execution" when executing Client orders.
- dd. The Company shall maintain and regularly update the Conflicts of Interest register. It shall log all the conflicts of interest that may arise as a result of the provision of investment and ancillary services by or on behalf of the Company and it may entail a risk of damage to the interests of one or more Clients.
- ee. The Senior Management of the Company shall receive on a frequent basis, and at least annually, written reports on the situations referred to in the Conflicts of Interest register.

## 5. Specific Identification of Conflict of Interest and Measures for their Management

5.1 The Company is constantly conducting an in-depth analysis of its business and organizational arrangements including best execution arrangements, inducement practices, remuneration practices and research/marketing communication procedures, to ensure that all likely conflicts of interest situations are identified regardless of materiality. The Company has identified the following circumstances which give rise to a conflict of interest entailing a risk of damage to the interests of one or more Clients, as a result of providing investment services:

### 5.1.1 Remuneration of staff:

The Company in accordance with its governing legislation does not remunerate its employees based on any factors that create conflicts of interest or are not in favor of the best interest of its Clients. The Company does not provide variable remuneration to its employees. Nonetheless should the Company decide to provide variable remuneration it should be based on Key Performance indicators within its departments, which are approved by the Compliance Function and Board of Directors. In order for the Company to manage the potential conflicts arising out of this practice, it shall put in place the below procedures and arrangements regarding the variable remuneration:

- a. The variable Remuneration shall not be provided until a specific period of time has passed. Under this measure, the Company aims to lessen the risk of a short-term speculative mindset especially in the Conversion and Retention personnel. The variable Remuneration practice shall be structured to align the long-term interests of the employees and the direct and continuous best interest of the Clients.
- b. The Company shall award variable Remuneration only when the relevant Departments of the Company or/and the third-party service providers have conducted their duties according to the regulatory requirements (act clear, fair, and not misleading).
- c. The Company shall monitor via a variety of methods the Departments and the third-party providers that receive variable Remuneration (especially Conversion and Retention personnel) in order to ensure whether they are acting on the best interest of their Clients. Company records all calls between the Conversion and Retention personnel and Clients whereas Compliance performs sample checks of the recorded calls and makes relevant reports to the Senior Management of the Company.

Additionally, the Company proceeds in an on-going education of the key functions of the Company in order to update their knowledge and be consistent with the regulatory requirements (act clear, fair and not misleading).

### 5.1.2 Commissions received by its Liquidity Provider:



- 5.1.2.1 In some cases where the Company sends orders for execution to its Liquidity Providers, the Company's Liquidity Provider pays the Company a rebate commission for the order flow sent for execution. In order for the Company to manage the potential conflicts arising out of this practice, it has put in place the below procedures and arrangements regarding the commissions received by its Liquidity Provider:
- a. The Company has examined this and has recorded how the commissions received from its Liquidity Provider enhance the quality of the services provided to Clients and the steps taken in order not to impair the Company's duty to act honestly, fairly and professionally in accordance with the best interests of its Clients.
  - b. The Company declares that this benefit does not induce it to favor the particular Liquidity Provider over other Liquidity Providers and it is confident that the Client would be better off under this arrangement compared to the use/employment of other arrangements (including other Liquidity Providers).
  - c. Measures in relation to the Company's Structure/ Outsourced Service Providers/ Related parties:
    - i. The Company has in place non-disclosure and confidentiality agreements with all related parties, outsourced service providers or members of the group in relation to Client's personal information;
    - ii. The Company controls the information communicated between the Company's entities, related parties, and outsourced service providers to ensure no harm to the Client's interests;
    - iii. The Company maintains a register of all the related party/outsourced provider payments made and assesses them in terms of Conflicts that may negatively affect Client's interests. Where relevant these conflicts are disclosed in this Policy along with the mitigating factors applied to ensure the removal of any incentives for malpractice;
    - iv. The Compliance Function has in place monitoring procedures for the services provided by related parties and outsourced service providers.

## 6. Client's Consent

- 6.1 By entering into a Client Agreement with the Company for the provision of Investment Services, the Client is consenting to an application of this Policy on him/her. Further, the Client consents to and authorizes the Company to deal with the Client in any manner which the Company considers appropriate, notwithstanding any conflict of interest or the existence of any material interest in a Transaction, without prior reference to the Client. In the event that the Company is unable to deal with a conflicts of interest situation it shall revert to the Client.

## 7. Record Keeping

- 7.1 The Company shall maintain and regularly update the Conflict of Interest register. It shall log all the conflicts of interest that may arise as a result of the provision of investment and ancillary services by or on behalf of the Company and it may entail a risk of damage to the interests of one or more Clients.

## 8. Reporting

- 8.1 The Senior Management of the Company shall receive on a frequent basis, and at least annually, written reports on the situations referred to in paragraph 7 above.

## 9. Disclosure of Information

- 9.1 The Company must adequately consider how to manage all conflicts of interest before resorting to the disclosure. This will be a last resort after all appropriate steps have been taken.
- 9.2 If during the course of a business relationship with a Client or group of Clients, the organizational or administrative arrangements/measures in place are not sufficient to avoid or manage a conflict of interest relating to that Client or group of Clients, the Company will disclose the conflict of interest before undertaking further business with the Client or group of Clients.
- 9.2.1 The disclosure will:
- be in a durable medium;
  - clearly state that the organizational and administrative arrangements established by the Company to prevent or manage the conflicts are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of the Client will be prevented;
  - include a specific description of the conflicts of interest that arise in the provision of investment services and ancillary services;
  - explain the risks to the Client that arise as a result of the conflicts of interest and the steps undertaken to mitigate these risks;
  - include sufficient detail, taking into account the nature of the Client, to enable the Client to make an informed decision with respect to the services in the context of which the conflict of interest arises.
- 9.3 If a Client decides not to go ahead with the service due to the conflict disclosed, the Company will have no choice but to decline the provision of services if the conflict cannot be effectively managed.

## 10. Amendments to Policy

- 10.1 The Company reserves the right to review and/or amend the Policy and arrangements whenever it deems this appropriate without notice to the Client. Should you require any further information and/or have any questions about conflicts of interest please direct your request and/or questions to [support@purewallet.eu](mailto:support@purewallet.eu).