

# WOXA LTD. CONFLICTS OF INTEREST POLICY



WOXA.COM is operated by WOXa LTD. which is regulated by the Financial Services Commission of the Republic of Mauritius (License) (FSC) with an Investment Dealer License with license number GB22200605 with registered address at Hotel Avenue C/o JurisTax Ltd, Ebene House 33 Cybercity, Ebene, 72201 MAURITIUS

# WOXA LTD.

## Conflicts of Interest Policy

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### 1. Introduction

1.1 The Policy is entered by WOXA LTD. (“the Company”).

1.2 The Company is a registered Limited Liability Company incorporated and authorized by the Financial Services Commission of the Republic of Mauritius, with an Investment Dealer License with license number GB22200605. Its registered office is at Hotel Avenue C/o JurisTax Ltd, Ebene House 33 Cybercity, Ebene, 72201 MAURITIUS.

1.3 The Company is required to take all reasonable steps to detect and avoid conflicts of interest between itself and their clients or between one client and another, in compliance with the applicable laws. The Company aims to implement or maintain any arrangements in order to act in the best interest of its clients and to identify and manage such conflicts.

1.4 The Company shall constitute a fair approach to identify, manage, mitigate or control any possible conflicts of interest which may arise during the course of business relationship with the Company by providing its clients and potential clients with a summary of its Conflicts of Interest Policy (hereinafter the “Policy”).

1.5 Clients acknowledge that the Company is not obliged to:

- Disclose any conflicts of interest to clients, which may include benefits, profits, commissions, or other remuneration as a result of clients' trading activities with the Company;
- Notify clients if the Company holds a material interest, whether financial or otherwise, in a third-party broker that supplies products or services to the Company.

1.6 Clients are requested to carefully read through this Policy and other legal documents, which are available on our website, thoroughly, before entering into business relationship with the Company or carrying out any activity with the Company. Through entering into an agreement with the Company, clients acknowledge their commitment to adhere to the Policy and to act in a manner deemed appropriate by the Company in the event of conflicts of interest.

### 2. Scope of the Policy

2.1 This Policy shall apply to all the Company’s directors, employees, any persons directly or indirectly linked to the Company (hereinafter the “Related Persons”). This Policy shall refer to all interactions between the Company and clients, as well as between clients and other clients.

2.2 The Company is committed to act honestly, fairly and professionally, and in the best interest of our clients and to adhere with the principles set out in applicable laws and regulations when providing services to our clients.

2.3 The Company may establish a number of internal policies and arrangements to help manage any conflicts including as set out in the Policy and which is available on the Company's website.

### 3. Identification of Conflicts of Interest

3.1 For the purposes of identifying the potential conflict of interest that may arise during the course the business relationship between the Company and the client, the Company shall take into account, at a minimum, whether:

- The Company and/or relevant person is likely to make a financial gain, or avoid a financial loss, at the expense of the client;
- The Company and/or relevant 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;
- The Company and/or relevant person has a financial or other incentive to favor the interest of another client or group of clients over the interests of the client;
- The Company and/or relevant person engages in the same business as the client;
- The Company and/or relevant 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 money, goods or services, other than the standard commission or fee for that service.

3.2 Conflicts of interest may arise in certain situations. For example:

- When the Company engages in hedging transactions before or after entering into a transaction with clients to mitigate the Company's risk related to the transaction, which may impact the price the client pays or receives for such transactions. The Company will retain any profits resulting from such hedging activities. Clients acknowledge that the Company is not required to hedge transactions if we do not want to;
- When the Company enters into arrangements with third parties, or with other clients, where transaction between parties based on client's trading activity or volume, where such arrangements are permitted by applicable laws or regulations;
- When the Company provide, pay or receive fees, commissions or non-monetary benefits where such payments are permitted by applicable laws or regulations;
- When the Company execute instructions by different clients that are opposite to one another;

- When the Company establishes business, including trading relationships, with other issuers of financial instruments, in which the Company may have a financial interest in such instruments.

3.3 Please note that the Policy may not contain all the plausible conflicts of interest that may arise between the Company and its clients, and between one client and another. The potential conflicts related to trading are subject to Order Execution Policy which is available on the Company's website.

#### **4.Managing Conflicts of Interest**

4.1 The Company shall establish, implement and maintain an effective Policy. In the event where a conflict of interest arises, the Company is committed to addressing and resolving such a conflict promptly and fairly.

4.2 The Company has therefore set up internal policies and taken all necessary measures to identify and manage potential conflicts of interest.

4.3 The Company shall maintain and operate effective organizational and administrative procedures to manage the identified conflicts of interest. The Company also undertakes ongoing monitoring of business activities to ensure the adequacy of internal controls. In instances where a conflict or potential conflict of interest is identified, the Company is obligated to prevent or manage it through appropriate arrangements.

4.4 In general, the procedures and controls that the Company follows regarding identified conflicts of interest include, but are not limited to, the following measures:

- Effective procedures to prevent or control the exchange of information, or restrict the communication of the relevant 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;
- Disclose the conflict of interest to the client in writing either generally or in relation to a specific transaction;
- 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;
- 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;

- 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;
- 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 conflicts of interest;
- The appropriate disclosure(s) to the client in a clear, fair and not misleading manner to enable the client to make an informed decision; and
- A periodic review of our execution arrangements.

4.5 The Company shall undertake reasonable procedures to prevent conflicts of interests when providing investment and ancillary services. Such procedures include, but are not limited to, the following:

- A 'need to know' procedure governing the dissemination of confidential or inside information within the Companies;
- Safeguards restricting the flow of confidential and inside information within the Company, and physical separation of departments;
- Procedures governing access to electronic data;
- A remuneration structure that ensures remuneration methodologies do not compromise the Company's duty to act in the best interest of clients and the various control mechanisms' independence and objectivity;
- Segregation of duties that may give rise to conflicts of interest if carried on by the same individual;
- Personal account dealing requirements applicable to relevant persons in relation to their own investments;
- A gifts and inducements log registering the solicitation, offer or receipt of certain benefits;
- The prohibition of external business interests conflicting with our interests as far as the Company's officers and employees are concerned, unless the management and/or the board of directors of the Company approved this;
- A policy designed to limit the conflict of interest arising from the giving and receiving of inducements;
- Establishment of an in-house independent Compliance Department to monitor and report on the above to the Company's board of directors.
- Organizational and administrative arrangements to limit the conflict of interest arising from the giving and receiving of inducements.

## 5. Disclosure

5.1 In the event where a conflict arises and the Company is aware of it, the Company shall make reasonable efforts to disclose such event to the client before engaging in investment business (or any subsequent investment business) for that client. If disclosure is not deemed appropriate for conflict management, the Company shall reserve the right to refrain from proceeding with the transaction or matter giving rise to the conflict.

## 6. Monitoring and Review

6.1 The Company is undertaking to monitor the practice of Conflicts of Interest Management and Disclosure as specified in this Policy. In cases where issues with Conflicts of Interest Management are identified, the Company shall take immediate actions and implement measures to improve the quality of the practice.

6.2 The Company shall review the aforementioned process and ensure its effectiveness, periodically. These reviews and assessments are conducted on a regular basis and at least annually. The Company will not only provide recommendations for enhancements but also actively implement them.

## 7. Conflicts of Interest Policy Revision

7.1 The Company reserves the right to amend, revise, modify, change, or terminate the Policy at its sole discretion. Any changes or updates of the Policy shall be effective immediately upon posting on the Company's Website. Clients are encouraged to review the Policy periodically to stay informed about any revisions or updates. Clients acknowledge and agree that proceeding to use the Company's services after the revision has been made shall result that The Client implicitly agrees to the updated Policy terms.