



**Conflicts of Interest**

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**6i Group Limited**

**Registered by the competent authority of the Republic of the Marshall Islands. Registration Number 88796.**

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## **1. Introduction**

- 1.1.** **Gi Group Limited** (hereafter "Gi" or the "Company") is a Firm incorporated and registered under the laws of the Republic of the Marshall Islands with registration number 88796.
- 1.2.** The Company attempts to take all appropriate steps to identify, prevent or manage Conflicts of Interest. The Company is committed to acting honestly, fairly and professionally and in the best interest of its Clients.
- 1.3.** This Document forms part of the Client's Agreement, namely, the 'Terms and Conditions' with the Company, thus the Client is also bound by the terms of this Document, as set out herein.

## **2. Scope and Application**

- 2.1.** This Document applies to all its directors, employees, any persons directly or indirectly linked to the Company (hereinafter called "Relevant Persons") and refers to the provision of all Investment and Ancillary Services given by the Company to its Clients.

## **3. Identification of Conflicts of Interest**

- 3.1.** The Company hereby identifies and discloses a range of 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. Such a Conflict of Interest may arise if the Company, or any person directly or indirectly controlled by the Company, is likely to make a financial gain, or avoid a financial loss, at the expense of a Client or may have an interest, relationship or arrangement that is material in relation to the Transaction concerned or that conflicts with the Client's interest.
- 3.2.** The Company has identified the following circumstances which may give rise to a Conflict of Interest:
  - a) the Company or a Relevant Person 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 has an interest in the outcome of a services 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 has a financial or other incentive to favour the interest of another Client or group of Clients over the interest of the Client;
  - d) the Company or a Relevant Person carries out the same business as the Client;
  - e) the Company or a Relevant Person received 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.



## 4. Procedures and Controls to Managing Conflicts of Interests

- 4.1. In general, the procedures and controls that the Company follows to manage the identified Conflicts of Interest include the following measures:
- a) 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) all employees are bound by professional secrecy and confidential information is only to be shared if essential for performing a job function;
  - c) all employees receive instructions and guidance regarding management of Conflicts of Interest;
  - d) 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;
  - e) 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;
  - f) 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;
  - g) physical separation of departments and Chinese Walls restricting the flow of confidential and inside information within the Company;
  - h) procedures governing access to electronic data;
  - i) segregation of duties that may give rise to Conflicts of Interest if carried out by the same individual;
  - j) personal account dealing requirements applicable to Relevant Persons in relation to their own investments;
  - k) a gifts and inducements log registering the solicitation, offer or receipt of certain benefits;
  - l) prohibition of external business interests conflicting with our interests as far as the Company's officers and employees are concerned, unless the Company's Board of Directors ("BoD") approval is provided;
  - m) the establishment of an in-house Compliance Officer to monitor and report to the Company's BoD;
  - n) the appointment of an Internal Auditor to ensure that appropriate systems and controls are maintained and report to the Company's BoD;
  - o) the establishment of the four-eyes principle in supervising the Company's activities;
  - p) the Company also undertakes ongoing monitoring of business activities to ensure that internal controls are appropriate.

## 5. Disclosure of Conflicts of Interest

- 5.1. Where a conflict arises and the Company becomes aware of it, it shall take all reasonable steps to address that conflict and, if not possible, the Company shall disclose the conflict to the Client prior to undertaking investment business for that Client or, if it does not believe that disclosure is appropriate to manage the conflict, it may choose not to proceed with the Transaction or matter giving rise to the conflict.
- 5.2. The Company reserves the right to assess and periodically review, at least annually, and if necessary, amend this Document and arrangement, at its sole discretion, whenever it deems fit or appropriate, in order to address any deficiencies.



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- 5.3. This Document does not form part of the Company's Terms and Conditions and is not intended to be contractually binding or impose or seek to impose any obligation on the Company which it would not otherwise have, but for the Law.