equiti

CONFLICTS OF INTEREST POLICY
EGM Mauritius Ltd ("Equiti")
Effective: October 2026

1. Overview

Equiti maintains this Conflicts of Interest Policy in order to identify, prevent and manage conflicts of interest in respect of our business and the duties we owe to our clients.

2. Our Conflicts of Interest Policy

2.1. Providing excellent service is at the heart of our business model. In order to achieve this, we take any potential or actual conflict of interest very seriously. We have established organisational and administrative arrangements so that we are able to take all reasonable steps needed to identify, prevent and manage conflicts of interest from constituting – or otherwise giving rise to – a material risk of damage to our clients' interests.

2.2. We continually maintain and update the aforementioned organisational and administrative arrangements, including by reference to regulatory requirements, industry best practices and our ongoing experiences from transacting with our clients and our counterparties.

2.3. We maintain a record of the types of activities we carry on in which a material conflict could arise or has in fact arisen. In doing so, we take account of the activities of our group members. Furthermore, we maintain procedures to identify, prevent and manage actual or potential conflicts, as outlined in Section 3 (Examples of Conflicts) and 4 (Managing and Preventing Conflicts) of this Conflicts of Interest Policy.

3. Examples of Conflicts

A conflict of interest may arise when we, or one of our employees, associates or group members, in the course of transacting with a client or otherwise providing a service to it. A conflict of interest may arise between Equiti (including its managers, employees and any appointed representatives, or any person directly or indirectly linked to them by control) and a client, or between a client and another client of Equiti. The following are key examples which we have identified:

a) Where we take an opposite position to a client (e.g. where a client enters a "buy" order with respect to a CFD and where we engage in a "sell").

b) Where we make a financial gain, or avoid a financial loss, resulting from transacting with a client. Such gain or avoidance of loss invariably comes at the expense of the client (e.g. where a client makes a loss on trading a CFD and we make a resulting gain).

c) Where we have an interest in the outcome of a transaction (or a series of transactions) or the provision of one or more services (e.g. where we generate income from increased trading activities from a client).

d) Where we have a financial or any other incentive to favour the interest of one client, or group of clients, over the interests of another client, or group of clients,

e) Where we carry on the same business as the client (e.g. where a client is an investment firm and we compete with it for the same underlying clients).

f) Where we receive, or where we 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 in accordance with applicable regulations, other than the standard commission or fee for that service.

4. Managing and Preventing Conflicts

We manage conflicts of interest or, where possible, prevent them arising at all, in the following ways:

a) Trading on a matched principal only: We always trade as a matched principal and on an arm's length basis with our clients. We transmit all flow received from our clients to selected counterparties; this means the Equiti entity that you trade with does not take any risk on your positions. We are careful to maintain this consistent behaviour and aim to match our clients with best fitted counterparties based on their profile.

b) Identical contractual terms: All clients agree to the same Terms. This means that no specific client is placed in a better contractual position than other client.

c) No investment advice: We have deliberately based our business model on the basis of not providing investment advice to our clients. As a result, there is no scope for conflicts to arise in this regard.

d) Specific products only: We only transact in specific Products, including CFDs and forex. Our Products are specified on our website (as updated from time to time.) This ensures that we are not exposing our clients to conflicts arising from Products not specifically available for trading. Furthermore, we have policies and procedures in place on product governance to ensure that our Products are those that the intended target market are seeking to transact in.

e) Order execution: Please refer to our Order Execution Policy regarding the manner in which we execute our clients' trades and the safeguards we have established in relation to this.

f) Internal policies: We have various policies in place to mitigate conflicts of interest. Any outside interests or roles are strictly monitored and require prior internal approval. Our staff members receive ongoing training in respect of conflicts identification, prevention and management. We focus heavily on our trading activities to ensure all regulatory requirements are satisfied. There is separate supervision for staff 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 Equiti.

g) Inducements: Whilst we do not prohibit our staff from receiving small gifts and/or minor hospitality from other parties, such gifts and hospitality will only be permitted where, in the opinion of a director or senior manager, it is at a level that is not lavish or excessive and only where it will not impair our duty to act in the best interests of our clients.

h) Exchange of information: Equiti will have in place procedures to prevent or control the exchange of information between staff engaged in activities involving a risk of conflict of interest where the exchange of that information may harm the interests of one or more clients.

i) Remuneration: There is no direct link between the remuneration of staff principally engaged in one activity and the remuneration of, or revenues generated by, different relevant staff principally engaged in another activity, where a conflict of interest may arise in relation to those activities.

5. Disclosing Conflicts

5.1. Where our arrangements to manage conflicts are insufficient to ensure, with reasonable confidence, that risks of damage to a client's interests will be prevent, we will disclose the general nature and source of such conflicts and the steps taken to mitigate those risks before carrying on business for, or otherwise transacting with, the client.

5.2. The disclosure will explain the risks to the client that arise as a result of the conflicts of interest and include sufficient detail to enable that the client to take an informed decision with respect to the service in the context of which the conflict of interest arises. The disclosure will allow the client to consider whether to ask for more information and whether to continue with the service.

5.3. Where we consider that there is no means to manage a particular conflict, we may decline to act.

6. Contact Information

If you have any queries about this Conflicts of Interest Policy, please email us at the following address:

Email: compliance_mauritius@equiti.com