
VSMARKETS LTD (previously Klips CY Ltd)

CONFLICT OF INTEREST POLICY

Document History

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1. INTRODUCTION

- 1.1. **VSMARKETS LTD (previously KLIPS CY LTD)** (the “Company”, “**VSMARKETS LTD**”, “we” and “our”) a limited liability Company incorporated in the Republic of Cyprus with registration number HE431041. **VSMARKETS LTD (previously KLIPS CY LTD)** is authorized and regulated by the Cyprus Securities and Exchange Commission (“CySEC”) as a Cyprus Investment Firm (“CIF”) with licence number 434/23 and having its registered address at 116 Gladstonos Street, M. Kyprianou House 3rd & 4th floor, 3032, Limassol, Cyprus.
- 1.2. This Conflicts of Interest Policy (the “Policy”) is provided to you (our Client or prospective Client of **VSMARKETS LTD (previously KLIPS CY LTD)**, hereafter in accordance with the Investment Services and Activities and Regulated Markets Law of 2017 L. 87(I)/2017 (the “Law”), as amended, 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 in the best interests of its Clients and to comply, in particular with the principles set out in the Law when providing investment services and other ancillary services related to such investment services.

2. PURPOSE

- 2.1. The purpose of this Policy is to set out the Company’s approach in identifying and managing conflicts of interest which may arise during the course of its normal business activities. In addition, this Policy, 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 might 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 affect the interest of its Clients are not sufficient, the Company shall clearly disclose to the Client through durable medium), 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 conflict of interest.



- 2.3. Such disclosure shall be a measure of last resort and shall include sufficient detail, taking into account the characteristics of the client to enable that client to take an informed decision with respect to the service in the context of which the conflict of interest arises.
- 2.4. The disclosure shall clearly state that the Company administrative and organizational arrangements established by the Company to manage and prevent that conflict are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of the client will be prevented. The disclosure shall include specific description of the conflicts of interest that arise in the provision of investment and/or ancillary services, taking into account the nature of the client to whom the disclosure is being made. The description shall explain the general nature and sources of conflicts of interest and the steps undertaken to mitigate these risks, in sufficient detail to enable that client to take an informed decision with respect to the investment or ancillary service in the context of which the conflicts of interest arise.

3. IDENTIFICATION OF CONFLICT OF INTERESTS

- 3.1. When the Company deals with or on behalf of the Client, the Company, an associate or some other person connected with the Company, may have an interest, relationship or arrangement in relation to the transaction concerned or that conflicts with the Client's interest.
- 3.2. 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.
- 3.3. 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, by way of minimum criteria, whether the Company or a relevant person is in any of the following situations, whether as a result of providing investment or ancillary services or investment activities or otherwise:
 - 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 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 has a financial or other incentive to favour the interest of another client or group of clients over the interests of the client;
 - d) the Company or a relevant person carries out the same business as the client; or



- e) the Company or a 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 monies, goods or services, other than the standard commission or fee for that service.

3.4. Relevant person in relation to the Company means any of the following persons:

- a member of the board of directors, partner or equivalent, manager or tied agent of the Company;
- an employee of the Company or of a tied agent of the Company, as well as any other natural person whose services are placed at the disposal and under the control of the Company or a tied agent of the Company who is involved in the provision by the Company of investment services or/and the performance of investment activities;
- a natural person who is directly involved in the provision of services to the Company or to its tied agent under an outsourcing arrangement for the purpose of the provision by the Company of investment services or/and the performance of investment activities.

3.5. 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:

- 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.
- 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.
- The Company may receive commissions and/or other inducements from its Liquidity provider for the transmission of Client Orders.
- 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.
- Has a financial or other incentive to favour the interest of another Client or group of Clients over the interests of the Client.
- 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 favour one over another in the recommendation process if higher inducements/commissions/fees are provided.
- 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.
- The Company provides a service to a Client and the Company has a material interest in the transaction.



- A transaction is effected 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 as regards 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.
- 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.
- The Company may act as principal for the Client in relation to the transactions.
- 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.
- The Company trades its proprietary positions and at the same time has knowledge of Client's future transactions via stop limit orders, as applicable.
- The Company is the counterparty to its Clients positions (i.e. act as Principal) and therefore stands to profit if the Client loses.
- The Company may be matching the Client's orders with that of another Client by acting on such other Client's behalf as well as on the Client's behalf.
- Produce or disseminate investment research in a way that may affect the best interest of the Client.

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.

4. PROCEDURES AND CONTROLS FOR PREVENTING AND 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:
- 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.
 - The separate supervision of Relevant Persons whose principal functions involve carrying out activities on behalf of, or providing services to, Clients whose interest may conflict, or who otherwise represent different interests that may conflict, include those of the Company.
 - 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 services where such involvement may impair the proper management of conflicts of interest.
- A policy designed to limit the conflict of interest arising from the giving and receiving of inducements.
- Chinese walls restricting the flow of confidential and inside information within the Company, and physical separation of departments. When a Chinese wall is used as a way of managing conflicts of interests, individuals on the other side of the wall will not be regarded as being in possession of knowledge denied to them as a result of the Chinese wall. For example, where arrangements have been put in place to ensure that entities belonging to the same group operate independently of each other with effective Chinese walls, the entities shall not be deemed to have knowledge of each other for conflicts of interest purposes.
- Procedures governing access to electronic data.
- 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.
- 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.
- Appointment of Internal Auditor to ensure that appropriate systems and controls are maintained and report to the Company's Board of Directors.
- Establishment of the “four-eyes” principle in supervising the Company's activities.
- 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.
- Establishment of Personal Transactions Policy.



- 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.
- Advises/recommendations on transactions are prohibited by unauthorised personnel.
- 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.
- Gifts of low value to Relevant Persons may be accepted after approval from the Company.
- 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.
- 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.
- 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.
- 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 ensuring that they are in line with the Company's marketing guidelines and requirements.
- Execution arrangements for obtaining the best possible result, "best execution" when executing Client orders.
- Remuneration of Dealing room employees or other personnel offering investment services is not related with clients' performance.
- 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. Additionally, the person who decides or influences an individual's bonus may exert undue influence over that individual's integrity of judgment.



- Measures to prevent or control the simultaneous or sequential involvement of a relevant person in separate investment or ancillary services or activities such as reception and transmission of clients' orders and tasks such as portfolio decision making and calculating performance.
- 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.
- 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 organisational arrangements including best execution arrangements, inducement practices, remuneration practices and research/marketing communication procedures, to ensure that all likely conflict of interest situations are identified regardless of materiality.
- 5.2. 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's employees are remunerated (fixed and variable) based on Key Performance indicators within their 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 has put in place the below procedures and arrangements regarding the variable remuneration.
- 5.3. The variable Remuneration is not 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 sales staff. The variable Remuneration practice is structured to align the long term interests of the staff and the direct and continuous best interest of the Clients.
- 5.4. The Company monitors via a variety of methods the Departments and the third party providers that receive variable Remuneration (especially sales staff) in order to ensure whether they are acting on the best interest of their Clients. Company records all calls between the sales and Clients whereas Compliance performs sample checks of the recorded calls and makes a relevant monthly report to the Board of Directors of the Company.
- 5.5. 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).

- 5.6. 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:
- 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.
 - The Company declares that this benefit does not induce it to favour 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).
- 5.7. All employees of the Company that are involved in research or other investment activities must be aware of the restrictions on personal transactions detailed below. This section also includes personal transactions which may be performed by persons who are employed by companies which perform an outsourced activity to the Company, if any. If any personal transactions are performed, the Company must be notified promptly.
- 5.8. Employees of the Company that are involved in the provision of investment services and the dissemination of investment research or other activities must not enter into the personal transactions as this will cause the following:
- enter into a transaction prohibited under Section 9 of the Insider Dealing and Market Manipulation (Market Abuse) Law;
 - misuse or cause improper disclosure of confidential information;
 - enter in a transaction that is likely to conflict with any obligations of the Company, or the employee, that are stated under the law.
- 5.9. Where the employee has come into contact with information which is not publicly available to clients or cannot readily be inferred from information that is so available, the employees must not act or undertake personal transactions or trade, other than as market makers acting in good faith and in the ordinary course of market making, or in the execution of an unsolicited client order, on behalf of any other person, including the Company.
- 5.10. The employees must not disclose any opinion other than in the normal course of business, if the person who is given the opinion is likely to enter into a transaction which is contrary to the above. The employee also should not provide any advice or provide to anyone any information, other than in the proper course of his/her



employment, especially if it is clear that the person who is receiving such information will advise another party who might acquire or dispose of financial instruments to which that information relates.

5.11. Any client's orders that have been relayed to any employees of the Company must not be disclosed to another party. An employee of the Company who has knowledge of a potential client's order must not carry out a personal transaction that is the same as the client order, if this will cause a conflict of interest.

5.12. Measures in relation to the Company's Structure/ Outsourced Service Providers/ Related parties:

- 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;
- 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;
- 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;
- The Compliance Function has in place monitoring procedures for the services provided by related parties and outsourced service providers.

6. CLIENT 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. 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 conflict 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. The Company keeps and regularly updates a record of the kinds of investment and ancillary service or



investment activity carried out by or on behalf of the Company in which a conflict of interest entailing a material risk of damage to the interests of one or more clients has arisen or, in the case of an ongoing service or activity, may arise. The following documentation shall be maintained for a minimum period of five years:

- this Policy, any functional variations if applicable;
- the Conflicts Log and the Conflicts Identification and Management Map;
- rules, procedures and processes;
- training material and training records;
- Conflicts of Interest Notification Forms;
- details of any review work carried out (including any decisions made on conflicts management); and
- any other documentation used to demonstrate the management of conflicts of interest.

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 the above paragraph. In the case of identification of a possible conflict of interest, a staff member must refer it initially to his immediate supervisor to assist in the assessment of a material risk of damage and send a completed Conflict of Interest Notification Form together with full details to allow regulatory scrutiny, of:

- corrective and preventive actions;
- how these actions were considered appropriate;
- any conditions imposed; and
- whether there are still ongoing conflicts, how these are being managed and advised to the client;

to the Head of Compliance for inclusion within the reports reviewed by the Board of Directors.

9. DISCLOSURE OF INFORMATION

9.1. The Company must adequately consider how to manage all conflicts of interest before resorting to 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.

9.3. The disclosure will:

- be in a durable medium;
- clearly state that the organisational 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.

9.4. If a Client decides not to go ahead with the service due to a conflict disclosed, the Company will have no choice but to decline the provision of services if the conflict cannot be effectively managed.

10. AMENDMENT OF THE POLICY AND HOW TO CONTACT US

10.1 The Company reserves the right to review and/or amend its 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 compliance@vsmarkets.com.



VSMARKETS (previously Klips CY Ltd) is a Company authorised and regulated by the Cyprus Securities and Exchange Commission as a Cyprus Investment Firm with licence number 434/23, The registered address of the Company is at 116 Gladstonos Street, M. Kyprianou House 3rd & 4th floor, 3032, Limassol, Cyprus.

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