

Conflict of Interest Policy



Table of Contents

1.	Introduction	3
2.	Scope of policy	3
3.	Definition	3
4.	Conflict of Interest	3
5.	Examples of Conflict of Interest	3
6.	Managing Conflicts of Interests:	3
7.	Disclosure	4
8.	Additional Information	4



1. Introduction

IFX Brokers (referred to as “International FX Brokers”, “IFX Brokers (Pty) Ltd, the “Company”, “us”, “we”, “our”, “ours”, “ourselves” as appropriate) is a trading name of IFX Brokers Holdings (Pty) Ltd (Registration No. 2017/027249/07). IFX Brokers Holdings (Pty) Ltd is an Issuer of CFDs and acts as counterparty to client transactions. Our distribution and market conduct is regulated by the Financial Sector Conduct Authority (Authorized Financial Services Provider number 48021). The issuance of CFD’s is regulated by The Financial Markets Act, 2012. Our registered address is 2nd Floor, West Tower, Nelson Mandela Square, Maude Street, Sandton, 2196.

2. Scope of policy

International FX Brokers (Pty) Ltd. (referred to as “IFX Brokers (Pty) Ltd, the “Company”, “us”, “we” and “our”) provides you with this Conflict of Interest Policy to outline the manner in which IFX Brokers identifies, manages or controls any possible conflicts which may arise, during the course of our business activities. IFX Brokers reserves the right to modify this policy as deemed fit at any time. The latest Privacy Policy will always be available on our Website.

3. Definition

- 3.1. The term ‘conflict of interest’ as defined in the General Code of Conduct for Authorised Financial Service Providers and Representatives as published in Board Notice. 80 of 2003 and amended by Board Notice no. 43 of 2008, means any situation in which the Company and/or a representative of the Company has an actual or potential interest that may, in rendering a financial service to the Client:
 - 3.1.1. Influence the objective performance of the Company’s obligations to the Client;
 - 3.1.2. Prevent the Company and/or any representative of the Company from rendering an unbiased and fair financial service to the Client and/or from acting in the interests of the Client, including but not limited to a financial interest, an ownership interest and any relationship with a third party.

4. Conflict of Interest

- 4.1. For the purposes of identifying the types of conflict of interest that may arise during the course of our business activity or a combination of the risks that might damage the interest of a client, it is our obligation to take into account (as a minimum):
 - 4.1.1. The Company or relevant person is likely to make a financial gain, or avoid a financial loss, at the expense of the client’
 - 4.1.2. The Company 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;
 - 4.1.3. The Company or 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;
 - 4.1.4. The Company or relevant person carries on the same business as the client’
 - 4.1.5. The Company 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 monies, goods or services, other than the standard commission or fee for that service.

5. Examples of Conflict of Interest

- 5.1. 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:
 - 5.1.1. The Execution Venue 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.
 - 5.1.2. The Company may receive or pay inducements to or from third parties due to the referral of new Clients or Clients’ trading;
 - 5.1.3. The Company may use entities which are members of its group as counterparties to certain transactions.

6. Managing Conflicts of Interests:

- 6.1.1. It is a legal obligation on the Company to establish, implement and maintain an effective conflict of interest policy. Where a conflict of interest arises, the Company endeavors to manage such conflict promptly and fairly.
- 6.1.2. In general, the procedures and controls that the Company follows regarding conflicts of interest include the following measures:



- 6.1.2.1. The Company has a dedicated Compliance Officer which is an independent external unit. Some of the duties of the Compliance Officer is to monitor any possible deviation from the Company's internal policies and procedures as well as identifying and managing any possible conflicts of interest and report to the Company's Board of Directors.
- 6.1.2.2. 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 interest of one or More clients;
- 6.1.2.3. Procedures governing access to electronic data;
- 6.1.2.4. 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;
- 6.1.2.5. Segregation of duties that may give rise to conflicts of interest if carried out by the same individual;
- 6.1.2.6. The separate supervision of relevant persons whose principal functions involve carrying out activities on behalf of, or providing services to, the clients whose interests may conflict, or who otherwise represent different interest that may conflict, including those of the Company;
- 6.1.2.7. The review and approval of marketing material by the Compliance Officer prior to distribution to the Client. The Compliance Officer also ensures that such communication meets the relevant definition of marketing communication as well as having the appropriate disclosure statement;
- 6.1.2.8. 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 other activity, where a conflict of interest may arise in relation to those activities;
- 6.1.2.9. 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;
- 6.1.2.10. 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
- 6.1.2.11. A periodic review (at least on an annual basis) of our execution arrangements.

7. Disclosure

- 7.1. Where a client specific conflict arises, the Company will use reasonable endeavors, if it is aware of it, to disclose it to the client prior to undertaking investment business (or any further investment business) for that client or, if it does not believe that disclosure is appropriate to manage the conflict, we may choose not to proceed with the transaction or matter giving rise to the conflict.

8. Additional Information

- 8.1. For additional details with regards to the Company's Conflict of Interest Policy and procedures, the Client can contact Customer Services (clientsuite@ifxbrokers.com) and request for such documentation.

