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1. INTRODUCTION

- 1.1.** This Conflicts of Interest Policy (the "Policy") explains how Grow Prime Ltd (the "Company", "we", "us" or "our") identifies, prevents, manages, mitigates, controls and, where necessary, discloses conflicts of interest that may arise in the course of providing services to its clients.
- 1.2.** Grow Prime Ltd may provide its services under the trading name, brand name, domain name, logo or commercial style "FxGrow". For the purposes of this Policy, any reference to "FxGrow" shall mean Grow Prime Ltd, unless the context clearly requires otherwise. FxGrow is not a separate legal entity from Grow Prime Ltd.
- 1.3.** Grow Prime Ltd is incorporated in the Republic of Seychelles and is licensed by the Seychelles Financial Services Authority as a Securities Dealer. This Policy should be read together with the Client Agreement, Risk Disclosure Notice, Order Execution Policy, Privacy Policy, Complaints Handling Procedure and any other legal or regulatory documents made available to clients.
- 1.4.** The purpose of this Policy is to provide clients with a summary of the arrangements maintained by the Company to identify and manage conflicts of interest and to ensure, as far as reasonably possible, that clients are treated fairly and that their interests are not adversely affected by such conflicts.
- 1.5.** The Company is committed to acting honestly, fairly, professionally and in the best interests of its clients when providing its services. Clients should read this Policy carefully before opening an account or carrying out any activity with the Company. Clients may contact the Company for clarification or seek independent professional advice where necessary.

2. SCOPE OF THE POLICY

- 2.1.** This Policy applies to the Company, its directors, officers, employees, agents, representatives, contractors, service providers, introducing brokers, affiliates and any other persons directly or indirectly connected with the Company where their activities may give rise to a conflict of interest.
- 2.2.** This Policy applies to conflicts or potential conflicts of interest that may arise between:
 - the Company and a client;
 - one client and another client;
 - the Company, its employees, directors, affiliates, agents or representatives and a client;
 - the Company and any liquidity provider, payment service provider, technology provider, introducing broker, affiliate or other third party; and
 - any other persons or entities connected with the provision of the Company's services.
- 2.3.** This Policy applies to all services and activities provided by the Company, including execution-only dealing services in over-the-counter financial instruments such as contracts for difference and other products offered by the Company from time to time.

- 2.4. Capitalised terms not defined in this Policy shall have the meaning given to them in the Client Agreement, unless the context requires otherwise.

3. IDENTIFICATION OF CONFLICTS OF INTEREST

- 3.1. For the purpose of identifying conflicts of interest, the Company considers whether the Company or any relevant person:
- is likely to make a financial gain or avoid a financial loss at the expense of a client;
 - has an interest in the outcome of a service provided to a client or a transaction carried out for a client which is distinct from the client's interest in that outcome;
 - has a financial or other incentive to favour the interests of another client or group of clients over the interests of a client;
 - carries on the same business as a client;
 - receives or pays an inducement, commission, rebate, fee, benefit, good or service from or to a person other than the client in relation to a service provided to the client;
 - has access to confidential, proprietary or non-public information that could be used in a way that disadvantages a client; or
 - has a relationship with a third party that may influence the service, pricing, execution, support or information provided to the client.
- 3.2. The Company seeks to identify actual conflicts, potential conflicts and perceived conflicts. A perceived conflict may exist where a client could reasonably believe that the Company's interests, or those of a related person, may affect the impartiality or fairness of the service provided.

4. EXAMPLES OF POTENTIAL CONFLICTS OF INTEREST

- 4.1. Conflicts of interest may arise in a number of circumstances, including where:
- the Company acts as principal to client trades and may have an interest that differs from or is opposite to the client's interest;
 - the Company receives prices from liquidity providers and applies spreads, mark-ups, commissions, swaps or other charges;
 - the Company routes, hedges, matches or offsets trades with liquidity providers, counterparties or internal risk arrangements;
 - the Company pays or receives commissions, rebates, referral fees or other benefits to or from introducing brokers, affiliates, payment providers, liquidity providers or service providers;
 - employees, directors or related persons receive remuneration or incentives linked to sales, trading volumes, client activity, deposits, retention or profitability;
 - the Company provides general market commentary, educational material, analysis or marketing communications which may be perceived as influencing client decisions;
 - different clients place competing or opposite orders in the same or related instruments;
 - the Company has discretion to change trading conditions, margin requirements, leverage, spreads, trading hours, maximum exposure limits or product availability;
 - the Company manages complaints, trade disputes, pricing disputes or execution reviews involving its own systems, employees or service providers;

- the Company or relevant persons may have access to confidential client information or trading data;
 - the Company uses third-party technology, platforms, payment providers, CRM providers, cloud providers, data vendors or outsourced service providers;
 - the Company works with affiliates, introducing brokers or partners that may have commercial interests in client onboarding or activity; and
 - The Company conducts marketing campaigns, promotions, rebates, contests or bonus arrangements that may create incentives or different treatment between clients.
- 4.2.** The examples above are not exhaustive. Other conflicts may arise depending on the nature of the services, market conditions, client activity, regulatory requirements, technology arrangements or business relationships of the Company.

5. MANAGEMENT OF CONFLICTS OF INTEREST

- 5.1.** The Company maintains organisational and administrative arrangements designed to prevent, manage, mitigate or control conflicts of interest. These arrangements are proportionate to the nature, scale and complexity of the Company's business.
- 5.2.** The Company's conflict management measures may include:
- internal policies and procedures designed to identify and manage conflicts;
 - segregation of duties where functions may create conflicting interests;
 - separate supervision of employees or departments whose functions may conflict;
 - access restrictions and information barriers to protect confidential information;
 - procedures controlling the flow of client information and non-public information;
 - review and approval processes for new products, services, promotions, liquidity arrangements and partner arrangements;
 - monitoring of trade execution quality, pricing, slippage, rejected orders, complaints and client outcomes;
 - controls over employee remuneration and incentives;
 - controls over gifts, benefits, inducements, rebates and commissions;
 - personal account dealing rules for relevant persons, where applicable;
 - record-keeping of identified conflicts and measures taken;
 - training and guidance to employees on conflicts of interest;
 - disclosure to clients where appropriate; and
 - declining to act or ceasing to provide a service where the conflict cannot be managed effectively.
- 5.3.** The Company aims to ensure that conflicts are identified and managed promptly and fairly. Where the Company determines that its arrangements are not sufficient to ensure, with reasonable confidence, that risks of damage to a client's interests will be prevented, the Company will disclose the general nature and/or source of the conflict to the client before proceeding, where appropriate.

6. SPECIFIC CONFLICT MANAGEMENT MEASURES

- 6.1.** Information barriers and confidentiality. The Company may restrict access to confidential client information, trading data, internal pricing information, commercial information and other sensitive data on a need-to-know basis.
- 6.2.** Segregation of duties. The Company may separate duties and reporting lines where the same person performing multiple functions could create a conflict of interest.

- 6.3.** Remuneration controls. The Company seeks to ensure that remuneration structures do not create incentives that could compromise the Company's duty to act honestly, fairly and professionally or impair the independence of compliance, risk, complaints handling or control functions.
- 6.4.** Execution controls. The Company monitors execution arrangements and applies its Order Execution Policy to seek the best possible result for clients, taking into account relevant execution factors such as price, costs, speed, likelihood of execution and settlement, size, nature and any other relevant considerations.
- 6.5.** Dealing and risk controls. Where the Company acts as principal or uses hedging, matching, aggregation or liquidity provider arrangements, the Company will maintain controls designed to ensure that client orders are handled fairly and in accordance with applicable policies.
- 6.6.** Gifts and inducements. The Company may restrict or require approval for gifts, hospitality, benefits or inducements received or paid by the Company or relevant persons, especially where such benefits could influence the services provided to clients.
- 6.7.** Complaints and disputes. Complaints and disputes shall be handled in accordance with the Company's Complaints Handling Procedure. The Company will aim to investigate complaints fairly, objectively and without improper influence from persons whose interests may conflict with the client's interests.
- 6.8.** Marketing and communications. Marketing material, market commentary, educational content and general information provided by the Company shall not be treated as personal investment advice unless expressly agreed in writing. The Company seeks to ensure that client communications are fair, clear and not misleading.

7. INDUCEMENTS, COMMISSIONS AND THIRD-PARTY ARRANGEMENTS

- 7.1.** The Company may enter into commercial arrangements with third parties, including introducing brokers, affiliates, marketing partners, liquidity providers, payment service providers, technology providers, banks, data vendors and other service providers.
- 7.2.** The Company may pay or receive fees, commissions, rebates, mark-ups, referral fees, service fees or other benefits in connection with such arrangements. The existence of such arrangements may create a potential conflict of interest.
- 7.3.** The Company will seek to ensure that any such arrangements do not prevent it from acting honestly, fairly and professionally and do not materially impair the quality of service provided to clients.
- 7.4.** Where required or where the Company considers it appropriate, the Company may disclose the nature of such payments or benefits to clients, either generally or specifically.

8. PERSONAL ACCOUNT DEALING AND OUTSIDE BUSINESS INTERESTS

- 8.1.** The Company may maintain policies and procedures governing personal account dealing by relevant persons where such dealing could conflict with clients' interests or involve the misuse of confidential information.
- 8.2.** Relevant persons may be required to disclose outside business interests, directorships, employment, consultancy arrangements, family relationships, financial interests or other circumstances that may create an actual or potential conflict of interest.
- 8.3.** The Company may restrict or prohibit activities, transactions or relationships where they create unacceptable conflicts of interest.

9. DISCLOSURE OF CONFLICTS

- 9.1.** The Company will use disclosure as a conflict management measure only where the organisational and administrative arrangements established by the Company are not sufficient to ensure, with reasonable confidence, that the risk of damage to a client's interests will be prevented.
- 9.2.** Any disclosure will be made in a durable medium or through another appropriate communication channel and will include sufficient detail, taking into account the nature of the client, to enable the client to make an informed decision about whether to proceed with the service or transaction.
- 9.3.** Disclosure of a conflict does not remove the Company's obligation to maintain and operate effective conflict management arrangements.

10. DECLINING TO ACT

- 10.1.** Where the Company considers that a conflict of interest cannot be prevented, managed, mitigated or disclosed in a manner that adequately protects the client's interests, the Company may decline to act, refuse to provide a service, reject an instruction, suspend a service, close or restrict an account, or terminate the relationship in accordance with the Client Agreement and applicable law.

11. RECORDS, MONITORING AND REVIEW

- 11.1.** The Company maintains records of identified conflicts of interest and the measures taken to prevent, manage, mitigate, disclose or otherwise address them.
- 11.2.** The Company will monitor the effectiveness of its conflict management arrangements on an ongoing basis and will review this Policy periodically, and at least annually, or whenever a material change occurs that may affect the Company's ability to manage conflicts effectively.
- 11.3.** The Company may update this Policy from time to time to reflect changes in its business, services, products, regulatory obligations, technology, partners, market conditions or internal procedures.

12. CLIENT RESPONSIBILITY AND INDEPENDENT ADVICE

- 12.1.** Clients are responsible for making their own trading and investment decisions. The Company provides execution-only services unless otherwise expressly agreed in writing. Nothing in this Policy should be treated as personal investment advice, legal advice, tax advice or a recommendation to trade.
- 12.2.** Clients should seek independent professional advice if they are unsure about the content of this Policy, the services offered by the Company, or the risks and conflicts associated with trading leveraged or over-the-counter products.

13. AMENDMENTS TO THIS POLICY

- 13.1.** The Company reserves the right to amend this Policy from time to time. The latest version of this Policy will be made available through the Company's website, Client Portal or other appropriate communication channel.
- 13.2.** Continued use of the Company's services after publication or notification of an amended Policy may be treated as acceptance of the amended Policy, subject to the Client Agreement and applicable law.

14. CONTACT INFORMATION

- Questions relating to this Policy should be addressed in the first instance to the Company's Customer Support or Compliance Department.
- Email: [insert support/compliance email]
- Telephone: [insert telephone number]
- Registered office: House of Francis, Room 302(B), Ile Du Port, Victoria, Mahe, Seychelles
- Website: www.fxgrow.com

15. ANNEX I - EXAMPLES OF CONFLICTS AND MANAGEMENT MEASURES

The table below provides non-exhaustive examples of potential conflicts and the measures that may be used by the Company to manage them.

Potential conflict	Description	Possible management measures
Acting as principal	The Company may act as principal and may be the counterparty to client trades.	Order Execution Policy, pricing controls, execution monitoring, disclosures, complaints review and governance controls.
Spreads, mark-ups and charges	The Company may earn revenue from spreads, commissions, swaps, mark-ups or other charges.	Transparent fee disclosures, trading conditions, cost disclosures, monitoring of pricing and client communications.

Liquidity provider arrangements	The Company may use liquidity providers, data providers or counterparties that have commercial relationships with the Company.	Due diligence, monitoring of execution quality, review of liquidity arrangements and escalation of issues.
Introducing brokers and affiliates	Third parties may be remunerated for introducing clients or providing services.	IB/affiliate agreements, commission controls, disclosure where appropriate and monitoring of partner conduct.
Employee remuneration	Employees may receive remuneration linked to commercial or performance metrics.	Remuneration governance, segregation of control functions, compliance oversight and training.
Client information	The Company may hold confidential information about clients and their trading activities.	Need-to-know access, confidentiality controls, systems permissions and data protection policies.
Marketing and market commentary	General market commentary or educational material may influence client decisions.	Clear disclaimers, no personal advice unless agreed, review of marketing communications and risk warnings.
Complaints and trade disputes	The Company may investigate disputes involving its own systems, pricing or employees.	Complaints handling process, record-keeping, escalation to compliance/senior management and objective review.
Product or trading condition changes	Changes to leverage, margin, spreads, trading hours or instrument availability may affect clients.	Client notification where appropriate, product governance, risk controls and publication of trading conditions.