

Conflict of Interest



vlom.com

VLOM LTD.

Conflict of Interest

Our Conflict of Interest procedure applies to all users of our services, and to all parties of our official Terms and Conditions. The aim of this procedure is to identify and prevent the conflicts of interests that may arise between us and the Clients, or between one client and another.

All parties involved must comply accordingly with the procedures when filing or submitting their corresponding concern in relation to the conflict of interest. The submitted concern will be assessed and managed by our team if such matter is relevant to our official Terms and Conditions.

If you intend to file for a conflict of interest, you must provide your full name, trading account number, registered email, and the significant information about such matter, and send it to our official email address. You acknowledge that we may require additional documents and/or information if deemed necessary to resolve such conflict. We may resolve and take the appropriate actions to resolve any identified conflicts of interest. However, we may still reject and/or cancel any conflict of interest on reasonable grounds, especially if such conflict might result in further conflicts.

We reserve the right to hold, cancel, and terminate any ongoing activity in your trading account if we identify a conflict, or once a filed conflict of interest is accepted. If any identified or received conflict arises between or among the parties involved in the Terms and Conditions or other agreement or contract, we may disclose such conflict in order for the respective party to act accordingly.

In order to identify the types of conflict of interest that occur during the provision of investment and ancillary services, which may negatively affect your interests. We take into account, whether the Company or the relevant person, is in any of the following situations as a result of providing investing services, ancillary services, and/or investment services:

- The Company or relevant person is likely to make a financial gain, or avoid a financial loss, at the expense of the Client;
- Vlom or any of its employees is likely to make a financial profit, or avoid a financial loss, at the expense of the Client;
- A Client is likely to make a financial profit, or avoid a financial loss, at the expense of another Client;
- Vlom or any of its employees, or a client, receives or is intended to receive an endorsement in relation to a service provided to the Client by a third party in the form of money, goods, or services, apart from the standard commission or fee for that particular service.

In case of identifying conflicts, we may conduct the following measures, without limitation:

- Prevent or manage the exchange of information between the relevant parties involved in the conflict of which exchange of such information may affect the interests of one or more client negatively;
- Oversee the relevant parties with the primary duty of providing any service to Clients with interests that may conflict;
- Remove all connections between the remuneration of a Client engaged in an activity and the remuneration of the other Client, or profit made by such Client engaged in another activity, which conflict of interests have arisen in relation to those activities;
- Restrict or limit any party from exercising inappropriate influence over the way of any activity, service, or investment;
- Restrict, prevent, or manage the respective party to simultaneously or continuously get involved in, but not limited to, taking personal interests in obtaining confidential information from us or governing access to our electronic data;
- Protocols to prevent giving or receiving improper inducements and proper inducements are disclosed appropriately.

We are not obligated, in any way, to advise you during any arisen conflict. We reserve the right to disclose the general nature or sources of the conflict of interest to the relevant parties undertaking any business of the Client.

You understand and accept that all conflicts of interests will be assessed for up to 14 business days, and resolution of such conflict will be resolved indefinitely depending on the type of conflict.

While conflicts of interests are assessed constructively, you acknowledge and agree that resolution of any conflict requires action from all relevant parties. You agree that you will not disclose or publish any form of statement regarding such conflict before we have assessed to resolve the matter. You further agree that threatening and/or blackmailing us or any of our workforce is strictly prohibited and may result in legal actions, regardless of the conflict that arises. Any supposed threat or blackmail to us or our workforces may not only result in legal actions, but also restriction, termination, and/or cancellation of access, service, and/or your obtained profits.