



**STONE WALL**  
C A P I T A L

# CONFLICT OF INTEREST POLICY

Version 1.0



[www.stonewall.capital](http://www.stonewall.capital)



+27105003625



[support@stonewallcapital.co.za](mailto:support@stonewallcapital.co.za)

FINDEXA ADVISORY (PTY) LTD, an authorized Financial Services Provider, licensed and regulated by the Financial Sector Conduct Authority (FSCA) in South Africa with FSP No. 52500 and reg. No. 2022/504112/07, registered at 34 Shortens Country Estate Lee, Ballito, Kwa-Zulu Natal, 4420 South Africa, and its subsidiary FINDEXA ADVISOR EU LTD registered at Filsofou Lapithi, 40, 3117, Limassol, Cyprus.

## CONTENTS

1. INTRODUCTION .....	3
2. SCOPE .....	3
3. OBJECTIVE .....	3
4. DEFINITION .....	3
5. CONFLICT OF INTEREST .....	3
6. MEASURES .....	4
7. DISCLOSURE .....	5
8. AMENDMENTS TO POLICY .....	5

## **1. INTRODUCTION**

FINDEXA ADVISORY (PTY) LTD (hereinafter referred to also as the “Company”, “we”, “us”, “our”, “StoneWallCapital”) is an authorized Financial Services Provider, licensed and regulated by the Financial Sector Conduct Authority (FSCA) in South Africa, with FSP No. 52500 and reg. No. 2022/504112/07, registered at 34 Shortens Country Estate, Ballito, Kwa-Zulu Natal 4420. The Company solely owns and operates the website stonewallcapital.co.za (hereinafter referred to also as the “Website”, “Platform”). The Client (hereinafter referred to also as “you”, “you”) acknowledges, confirms and approves that she/he has read, understood, accepted and agreed with all the information available on the Company’s Website, including, but not limited to Legal Documentation, such as Terms of Use, Risk Disclosure Notice, AML & KYC Policy and Privacy Policy (hereinafter referred to as “Legal Documentation”).

The Company has implemented this Conflict of Interest Policy to set out comprehensive requirements for the identification and avoidance of conflict of interest.

The English version of this Conflict of Interest Policy is the governing version and shall prevail whenever there is any discrepancy between the English version and other versions.

## **2. SCOPE**

2.1 The Company is required to maintain and operate effective organizational and administrative arrangements with a view of taking all reasonable steps to identify, monitor and manage conflict of interest. The key information is summarized below. Detailed information can be obtained on request from the Company.

## **3. OBJECTIVE**

3.1 The Company is potentially exposed to conflicts of interest in relation to provision of its Services. The Company prioritizes a protection of its Clients` interests and sets the relevant Policy to:

- 3.1.1 Identify circumstances which may give rise to actual or potential conflicts;
- 3.1.2 Calculate interest entailing a material risk of damage to Clients` interests;
- 3.1.3 Establish appropriate structures and systems to manage those conflicts.

## **4. DEFINITION**

4.1 The Company defines a conflict of interest as any situation where either the Company or an individual is in a position to exploit a professional or official capacity in some way for either corporate or personal benefit.

## **5. CONFLICT OF INTEREST**

5.1 The Company sets to identify conflict of interest that may have a negative impact on its Clients. These may include certain cases where:

- 5.1.1 Company or its employees are likely to make a financial gain, or avoid a financial loss, at the expense of the Client;
- 5.1.2 Company or its employees have an interest in the outcome of the Service or of a

- transaction carried out on behalf of the Client, which is distinct from the Client's interest in that outcome;
- 5.1.3 Company or its employees have financial or other incentives to favor the interest of a Client, or a group of Clients, over the interest of other Clients;
  - 5.1.4 Company or its employees receive 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 fee for that service;
  - 5.1.5 One of our Clients is likely to make a financial gain or avoid a financial loss at the expense of another Client.
- 5.2 In addition to the above-mentioned types of conflicts of interest, a non-exhaustive list of the types of situations where conflicts may arise, including conflicts in relation to the provision of Services by the Company may provide, are listed below:
- 5.2.1 Personal transactions of relevant persons where the employees may engage in the trading of securities or other instruments for their own account. Such trading activities may put those employees and officers, or the Company, in conflict with the interests of our clients, for example, by having a personal interest in a transaction with a client, or by front-running transactions with clients;
  - 5.2.2 Where employees of the Company may come into possession of material non-public information and the improper use of such information by staff members could cause a conflict with the interests of the Company`s Clients, or between the interests of the Company`s Clients, and may also be unlawful under Market Abuse Regulation which may result in a civil or criminal conviction;
  - 5.2.3 Where there is an inappropriate flow of information between relevant persons within separate areas of the business who should be acting independently and where the absence of this independence could be detrimental to the Client;
  - 5.2.4 Where management and employees hold outside business interests, such as directorships or shareholdings, in-service providers, or other Companies;
  - 5.2.5 Where interests of a certain Client are preferred to those of another Client with the purpose of a deriving personal benefit by an employee;
  - 5.2.6 Where the Company wishing to make an investment for its own account in financial instruments in which Clients are also seeking to invest.

## **6. MEASURES**

- 6.1 Extensive measures have been adopted by the Company to prevent, control and manage the exchange of information between relevant persons engaged in activities involving a risk of a conflict of interest. These procedures include but are not limited to:
- 6.1.1 Separating the duties of Company`s employees engaged in different business activities where the duties, if shared, would amount to a potential conflict. This could include, e.g., the operation of information barriers, physical separation of staff, and the segregation of duties and responsibilities;
  - 6.1.2 Ensuring that the Company does not give any Client preferential treatment over another Client when executing an order, or vice versa;
  - 6.1.3 Not disclosing the details of Client`s trades to other Clients or to third parties without Client`s consent;
  - 6.1.4 Ensuring clear and transparent communications between Company`s employees;
  - 6.1.5 Controlling the use of dealing on personal accounts for all employees and their associates, regardless of how senior they are;

- 6.1.6 Adopting appropriate limits and procedures when assessing Company`s employees' remuneration in order to ensure that they are rewarded for acting in Clients` best interests and not against them;
- 6.1.7 Adopting policies and procedures to monitor and, if necessary, limit or refuse gifts and personal benefits;
- 6.1.8 Adopting policies and procedures to prevent insider trading, market manipulation, and the misuse of market or price-related information.

## **7. DISCLOSURE**

- 7.1 When the measures taken by the Company to manage conflict of interest are not sufficient to ensure, with reasonable confidence, that the risk of damage to Client's interests will be prevented, the Company will disclose the conflict of interest to the Client in order to prevent a risk of damage to Client's interests. Prior to carrying out a transaction or providing Services to a Client, the Company must disclose any actual or potential conflict of interest. The disclosure will be in sufficient time and in a durable means.

## **8. AMENDMENTS TO POLICY**

- 8.1 The Company may change and update the terms of this Conflict of Interest Policy from time to time. All amended terms shall be effective 5 calendar days after their initial posting on the Company's Website, or as of the first time that the Client access and or uses Online Trading Facility after such amendments were made, whichever is sooner, unless the Company amends this Conflict of Interest Policy to comply with legal or regulatory requirements. In the latter cases, the amendments will become effective as required, or ordered.