



CONFLICTS OF INTEREST POLICY

5 September 2022

1. INTRODUCTION

- 1.1. Please read this conflicts of interest policy ("**Policy**") carefully as it contains important information on how we deal with conflicts of interest.

2. WHO ARE WE?

- 2.1 Fluro Platform Limited (8302549) ("**Fluro**", "**Our**", "**Us**" and "**We**") is authorised and regulated by the Financial Conduct Authority (723151).
- 1.2. Our registered office and place of business is 55 Old Broad Street, London, England EC2M 1RX.
- 1.3. We are registered with the Information Commissioner's Office (ZA002001).
- 1.4. We are a member of Cifas and the Innovate Finance.

3. CONFLICTS

- 3.1 As a Financial Conduct Authority authorised firm, Fluro is responsible for taking all reasonable steps to identify and manage any conflicts of interest that may arise within the business, in particular in relation to the operation of the Fluro Platform.
- 3.2 This includes conflicts between:
 - 3.2.1 We, our employees or any third parties acting on our behalf and our customers using the Fluro Platform – please see the [Borrower Platform Term & Conditions](#) for more information on the Fluro Platform); or
 - 3.2.2 between customers of ours.
- 3.3 We are required to maintain and operate arrangements to prevent any conflicts of interest from giving rise to material damage to the interests of our customers.
- 3.4 We must establish, implement and maintain an effective conflicts of interest policy. This document is our conflicts of interest policy ("**Conflicts Policy**") in so far as it applies to the operation of the Fluro Platform.
- 3.5 We are fully committed to ensuring that it complies with all our legal and regulatory obligations and that customers are always treated fairly.
- 3.6 All our employees (and relevant third parties) must always comply with this Conflicts Policy. It is a requirement in the employment contract of every employee and any breach may lead to disciplinary proceedings, up to and including dismissal. Employees who need to disclose a conflict of interest must follow our Internal Conflict Disclosure Procedure.

4. IDENTIFYING CONFLICTS OF INTEREST

- 4.1 In identifying conflicts of interest, we will consider all the factual circumstances.
- 4.2 A conflict of interest which may give rise to a material risk of damage to customers' interests may arise where either we or any of its outsourced service providers or any person linked by



control to either of us ("relevant person") is providing a service to customers and either of us or any relevant person:

- 4.2.1 could make a financial gain, or avoid a financial loss, at the expense of a customer;
 - 4.2.2 has an interest in the outcome of a service provided to the customer or of a transaction carried out on behalf of the customer, which is distinct from the customer's interest in that outcome;
 - 4.2.3 has a financial or other incentive to favour the interest of one customer or one group of Customers over the interests of another customer or group of customers;
 - 4.2.4 carry on the same business as a customer using the Platform; or
 - 4.2.5 receives or will receive from a person other than the customer, an inducement in relation to a service provided to the customer, in the form of monies, goods or services, other than the standard commission or fee for that service.
- 4.3 Not all circumstances which appear to involve differing interests amongst the parties involved will constitute a conflict of interests. For example, the right of a lender under a loan agreement to receive capital and interest repayments does not conflict with the obligation of the borrower to pay these amounts even though their interests may appear to be different. These are in fact different rights and obligations attributed to each party under a common contractual agreement between the parties.

5. ACTUAL OR POTENTIAL CONFLICTS OF INTEREST WE HAVE IDENTIFIED

5.1 Borrowers

- 5.1.1 We will charge an Arrangement Fee to Borrowers for enabling them to borrow on the Platform which is clearly disclosed in all financial promotions, platform terms and conditions and precontract and loan documentation.
- 5.1.2 A proportion of this Arrangement Fee may be transferred by us to the Lending Works Shield (managed by Lending Works Trustee Limited). In some instances, we may levy an interest rate margin in respect of the loan agreement instead of, or in addition to, charging an Arrangement Fee (the margin is calculated as the difference between the interest rate payable by the Borrower as set out in the loan agreement and the interest rate payable to the lender).
- 5.1.3 Where a Borrower borrows to finance the purchase of goods or services via a Retailer (who has a separate arrangement with us), the Borrower may not be required to pay an Arrangement Fee, for example under an interest-free finance arrangement. In these circumstances, a fee may be paid to us by the retailer via a subsidy. This subsidy may also be used to pay the Lender the amount it would have received in interest had the loan been interest-bearing.
- 5.1.4 Where a prospective borrower has declined a loan on the Fluro Platform, we may refer the borrower to one of its carefully selected credit broker partners or partner lenders. We may receive a commission from the credit broker or lender for this referral.

5.2 Fluro Acting as Lender



5.2.1 We shall ensure that any conflicts of interest are properly and effectively managed as set out in this Conflicts Policy and that both Lenders and Borrower are properly informed and treated fairly.

5.3 **Employees**

5.3.1 A conflict of interest may arise where an employee has a direct or indirect interest in a transaction or is connected to a Customer in any way (for example where an employee is a family member of a Customer or has a personal shareholding in a customer's business).

5.3.2 We require all employees to disclose any connection which could, or could be seen to, have the effect of compromising the judgment of any employees. Employees are required to notify us of any material interests of this kind that they may have. We do not pay employees any commission in relation to carrying on our business.

3.1.1 We do not allow employees to become a customer of ours

5.4 **Gifts and Entertainment**

5.4.1 Gifts and hospitality can lead to potential conflicts of interest.

5.4.2 We have a strict policy regarding such issues and such items require sign-off from senior management on a case-by-case basis.

6. **MANAGING CONFLICTS OF INTEREST**

6.1 It is our policy to take all reasonable steps to maintain and operate effective organisational and administrative arrangements to identify and manage relevant conflicts and to prevent such conflicts from constituting or giving rise to a material risk of damage to the interests of our customers.

6.2 Senior management ensures that the firm's systems, controls and procedures are adequate to identify and manage conflicts of interest. The Compliance Department and Risk Department both assist in the identification and monitoring of actual and potential conflicts of interest.

6.3 We have in place business-specific procedures that address the identification and management of actual and potential conflicts of interest that may arise in the course of the our business as well as providing training to ensure employees identify circumstances which give rise to a potential conflict of interest and to enable them to manage such conflicts.

6.4 We will monitor conflicts which arise.

7. **MANAGING CONFLICTS OF INTEREST**

7.1 If we believe there is an actual or potential conflict of interest with material and significant risk of damage to customers which we cannot prevent, we will consider appropriate disclosure to our customers.

7.2 The aim of disclosure is to enable the customer to make an informed decision in respect of the service before the service is commenced. We will always follow all requirements set out in the Financial Conduct Authority Handbook (SYSC 10.1.8 R) when making this disclosure.

8. **RECORDING CONFLICTS OF INTEREST**



8.1 We shall keep an adequate record of all activity where a conflict of interest giving rise to a material risk of damage to the interests of one or more customers has arisen or, in the case of ongoing service or activity, may arise.

9. FURTHER INFORMATION OR QUESTIONS

8.2 We will review and update this Policy as required. Questions regarding this policy should be emailed to cx@fluro.co.uk.