

CONFLICTS OF INTEREST POLICY OVERVIEW

SECTION 1: GENERAL PRINCIPLES

1.1 This **Conflicts of Interest Policy Overview** (the “Policy”) outlines the principles, procedures, and controls implemented by the Company to identify, disclose, and manage circumstances that may give rise to actual or perceived conflicts of interest involving the Company, its officers, employees, agents, and its clients (“Clients”), including any conflicts that may arise between different Clients. The Policy is designed to uphold fairness, transparency, and regulatory compliance in all aspects of the Company’s operations.

1.2 By engaging with the Company’s services and platforms, Clients expressly acknowledge and accept the provisions of this Policy, which shall govern the treatment and resolution of any situation giving rise to a conflict of interest, whether financial, operational, or informational in nature.

SECTION 2: IDENTIFICATION AND NOTIFICATION OF CONFLICTS

2.1 The Company maintains a proactive framework for the detection of conflicts of interest through regular monitoring, staff training, and internal audit procedures. Circumstances which may give rise to a conflict of interest include, but are not limited to:

- ❖ Scenarios wherein the Company or its employees stand to realize a financial benefit or avoid a financial loss to the detriment of a Client;
- ❖ Cases where the execution of a Client’s order may result in a preferential or adverse outcome for another Client;
- ❖ Situations in which third-party incentives, such as rebates or commissions, may unduly influence decision-making processes to the disadvantage of Clients.

2.2 Clients who identify, suspect, or reasonably believe a conflict of interest exists must notify the Company in a timely and written manner. The notification shall include the following mandatory information:

- ❖ Full legal name of the reporting individual or entity;
- ❖ Associated account or transaction identification reference;

- ❖ Registered contact information (including email address);
- ❖ Comprehensive description of the nature and basis of the suspected conflict.

Reports should be submitted to the Company's designated conflict reporting email address or other approved channels.

2.3 The Company reserves the right to request additional documentation or clarification to facilitate an impartial assessment. Reports that are found to be baseless, malicious, or submitted in bad faith may be excluded from further review if determined to be baseless, frivolous, or malicious, based on a reasonable assessment.

SECTION 3: MITIGATION AND RESOLUTION PROCEDURES

3.1 Upon confirmation of a potential or actual conflict of interest, the Company shall adopt one or more of the following remedial measures, as deemed appropriate based on the nature and severity of the conflict:

- ❖ Suspension, amendment, or annulment of affected orders or transactions;
- ❖ Temporary or permanent restriction of access to specific services or functions;
- ❖ Implementation of internal safeguards to prevent further impact or recurrence.

All decisions made in response to confirmed conflicts shall be documented along with the rationale for the selected mitigation strategy and made available for internal or regulatory review upon request

3.2 Where multiple Clients are implicated in a conflict, the Company may disclose relevant factual information to affected parties, subject to applicable confidentiality and data protection obligations, in order to facilitate equitable resolution.

3.3 To minimize the risk of conflicts, the Company may adopt structural, procedural, and operational safeguards, including but not limited to:

- ❖ Physical and informational segregation ("Chinese Walls") between departments;
- ❖ Monitoring of staff activities to ensure adherence to ethical and regulatory standards;
- ❖ Prohibition of remuneration practices that incentivize outcomes adverse to Clients;
- ❖ Enhanced oversight of high-risk transactions or arrangements;

- ❖ Policies restricting access to sensitive or proprietary data;
- ❖ Full disclosure of third-party inducements or referral agreements.

SECTION 4: CLIENT RESPONSIBILITIES AND COMPANY DISCRETION

4.1 While the Company endeavors to prevent and mitigate conflicts of interest, it assumes no duty to provide advisory services related to personal or third-party disputes unless specifically required by applicable laws or contractual obligations.

4.2 Clients agree to:

- ❖ Cooperate in good faith during any investigation or resolution process;
- ❖ Avoid public dissemination or commentary on unresolved conflict matters that may prejudice outcomes or harm reputations;
- ❖ Refrain from any conduct deemed coercive, abusive, or threatening toward Company personnel, with acknowledgment that such behavior may result in account suspension or legal recourse.

4.3 The Company shall aim to review and resolve all bona fide conflict reports within **seven (7) to twenty-one (21) business days**, though timelines may be extended in the event of complexity, cross-border considerations, or document insufficiencies.

SECTION 5: AMENDMENTS AND BINDING EFFECT

5.1 The Company reserves the right to amend this Policy at its sole discretion and without prior notice. All modifications shall become effective immediately upon publication on the Company's official website or client portal.

5.2 By continuing to access or use the Company's services following any amendment to this Policy, the Client affirms their continued acceptance of the applicable terms.

5.3 This Policy constitutes the full and exclusive understanding between the Client and the Company regarding conflicts of interest and supersedes any prior representations, whether oral or written, on the subject.

SECTION 6: INDEPENDENT REVIEW AND OVERSIGHT

6.1 To ensure the continued effectiveness, integrity, and regulatory alignment of this Policy, the Company shall subject its conflict management framework to periodic internal assessments conducted by its designated **Compliance Department, Legal Department**, or other authorized governance body.

6.2 Such reviews shall evaluate, without limitation:

- ❖ The adequacy of existing procedures for identifying, recording, and mitigating conflicts of interest;
- ❖ The appropriateness and enforcement of controls designed to segregate duties and prevent undue influence;
- ❖ The consistency of actual practices with documented policy standards and applicable legal or regulatory obligations;
- ❖ The responsiveness and resolution times associated with reported conflict cases.

6.3 Where warranted, the Company may appoint an **independent external auditor** to conduct an impartial review of its conflict management protocols. Findings and recommendations arising from such audits shall be duly considered and, where appropriate, integrated into policy amendments or procedural reforms.

6.4 All material deficiencies identified through the review process shall be documented and addressed in accordance with the Company's internal risk remediation policies, and corrective actions shall be tracked, prioritized based on risk, and implemented within a commercially reasonable timeframe, with oversight from the Compliance or Risk Management function.