

STATEMENT OF POTENTIAL CONFLICTS OF INTEREST

CHAPTER I – GENERAL PROVISIONS

I.I This **Statement of Potential Conflicts of Interest** (*hereinafter the “Policy”*) is established to identify, disclose, and manage any actual or potential conflicts of interest that may arise between the Company, its clients (*hereinafter “Clients”*), or among Clients themselves. The purpose of this Policy is to ensure transparent, equitable, and fair handling of such conflicts to safeguard the legitimate interests of all parties involved.

I.II By accessing or utilizing the Company’s services, you expressly acknowledge that you have read, understood, and consented to comply with the terms and procedural directives set forth in this Policy, which shall govern all matters related to potential conflicts of interest.

CHAPTER II – IDENTIFICATION AND REPORTING OF CONFLICTS

II.I The Company shall maintain ongoing surveillance and conduct due diligence to detect circumstances that may give rise to conflicts of interest, including but not limited to:

- ☐ Situations where the Company or its personnel may derive financial benefit or avoid loss at the expense of a Client;
- ☐ Scenarios where one Client’s advantage may result in detriment to another Client;
- ☐ Instances where the Company, its employees, or a Client receive remuneration from third parties beyond contractual fees or commissions.

II.II Clients who become aware of or suspect a conflict of interest must promptly report such concerns in writing to the Company. Reports shall include:

- ☐ Full legal name of the reporting party;
- ☐ Relevant trading or account identification number;

- ☐ Registered contact email address;
- ☐ Detailed and specific description of the perceived conflict.
- ☐ Such reports shall be submitted to the designated Company email for review and action.

II.III The Company reserves the right to request supplementary documentation or information necessary to facilitate a thorough and impartial investigation. The Company may decline or dismiss reports deemed frivolous, unsubstantiated, or outside the scope of this Policy.

CHAPTER III – MANAGEMENT AND RESOLUTION

III.I Upon identification or substantiation of a conflict of interest, the Company retains the authority to take remedial actions including, but not limited to, suspension, cancellation, or termination of any trades, orders, or activities within the affected accounts.

III.II Where conflicts involve multiple parties, the Company may disclose the nature and details of such conflicts to relevant parties to enable appropriate resolution while maintaining confidentiality to the fullest extent permitted by law.

III.III The Company may implement various preventative and mitigative measures such as:

- ☐ Segregation and restriction of sensitive information flows between conflicting parties;
- ☐ Enhanced monitoring of activities to prevent conflicts from materializing;
- ☐ Prohibition of remuneration structures that incentivize adverse client outcomes;
- ☐ Enforcement of controls to prevent undue influence or preferential treatment;
- ☐ Adoption of policies to restrict access to confidential data;
- ☐ Transparency protocols for inducements, ensuring legitimacy and regulatory compliance.

CHAPTER IV – RIGHTS, OBLIGATIONS, AND FINAL PROVISIONS

IV.I The Company disclaims any obligation to provide advisory or dispute resolution services related to conflicts of interest beyond the scope of this Policy. However, the Company shall undertake reasonable measures to address identified conflicts in good faith.

IV.II Clients agree to:

- ☐ Cooperate fully and in a timely manner throughout the investigation and resolution process;
- ☐ Refrain from public disclosure or commentary on unresolved conflicts to prevent prejudice or reputational harm;
- ☐ Abstain from any form of harassment, threats, or coercion directed at the Company or its personnel, recognizing such acts may result in legal action or suspension of access.

IV.III The Company endeavors to review and resolve all reported conflicts within seven (7) to twenty-one (21) business days, subject to extension based on the complexity of the matter and the sufficiency of available evidence.

IV.IV This Policy is subject to modification or amendment at the sole discretion of the Company. Any revisions will become effective immediately. Continued use of the Company's services constitutes acceptance of such changes.

IV.V The Client acknowledges and agrees that the provisions herein constitute the entire understanding regarding potential conflicts of interest and supersede any prior oral or written communications on the subject.