

CONFLICT OF INTEREST DISCLOSURE AND CONDUCT POLICY

(Incorporated by Reference into and Forming an Integral Part of the Usage Terms and Policies)

1. Scope, Purpose, and Regulatory Intent

1.1 Objective and Application of this Policy

(a) This Conflict of Interest Disclosure and Conduct Policy (hereinafter referred to as the “**Policy**”) establishes the principles, controls, and procedures adopted by the Company to identify, assess, manage, and disclose situations that may give rise to actual, potential, or perceived conflicts of interest.

(b) The purpose of this Policy is to ensure that all business activities are conducted with integrity, transparency, and fairness, while safeguarding the interests of Clients and maintaining the Company’s operational and regulatory standards.

(c) This Policy applies to the Company, its employees, representatives, affiliates, and Clients, and governs interactions where competing interests may influence decision-making or outcomes.

(d) By accessing or using the Company’s services, the Client confirms their understanding of and agreement to comply with this Policy.

1.2 Relationship with Usage Terms and Policies

(a) This Policy shall form an integral and binding part of the Company’s Usage Terms and Policies and shall be read in conjunction with all related agreements and supplementary documents.

(b) The provisions herein are intended to complement the Company’s broader compliance, governance, and risk management framework.

(c) In the event of any inconsistency, the interpretation that best protects the Company’s legal, regulatory, and operational interests shall prevail, to the extent permitted by applicable law.

(d) Acceptance of the Company’s services constitutes acceptance of this Policy in full.

2. General Principles of Conflict Management

2.1 Duty of Fair Treatment

(a) The Company is committed to acting honestly, fairly, and professionally in accordance with applicable laws and industry standards.

(b) All reasonable steps shall be taken to identify and manage conflicts of interest that may adversely affect Clients.

(c) Where conflicts cannot be effectively mitigated, appropriate disclosure or corrective action shall be implemented.

2.2 Nature of Conflicts of Interest

(a) A conflict of interest may arise where the interests of the Company, its personnel, or one Client may compete with or differ from the interests of another Client.

(b) Such conflicts may be financial, operational, informational, or relational in nature.

(c) The Client acknowledges that not all conflicts can be entirely avoided, but will be managed in accordance with this Policy.

3. Identification of Conflict Scenarios

3.1 Indicative Conflict Situations

(a) The Company may encounter circumstances where it, its employees, or associated parties derive financial or non-financial benefit at the expense of a Client.

(b) Conflicts may arise where one Client benefits disproportionately relative to another Client.

(c) Situations may occur where third-party compensation, incentives, or arrangements influence the delivery of services.

(d) Additional conflicts may arise from access to confidential or sensitive information.

4. Client Reporting and Escalation Procedures

4.1 Submission of Conflict Concerns

- (a) Where a Client reasonably believes that a conflict of interest has arisen, the Client shall promptly notify the Company in writing.
- (b) Such notification must include sufficient detail to enable proper review, including identification details and a comprehensive description of the concern.
- (c) The Company may require supporting documentation or additional clarification to facilitate assessment.
- (d) Failure to provide adequate information may result in the inability to process the concern.

4.2 Assessment and Investigation Process

- (a) Upon receipt of a reported concern, the Company shall conduct an internal review to determine its validity and materiality.
- (b) The Company reserves the right to determine the appropriate course of action based on its findings.
- (c) The Client acknowledges that not all reported concerns will result in formal action or resolution.

5. Measures for Conflict Mitigation and Control

5.1 Preventative and Corrective Actions

- (a) The Company may implement internal controls to restrict the flow of sensitive information between parties where a conflict exists.
- (b) Monitoring mechanisms may be applied to ensure fair conduct across all operational activities.

(c) The Company may impose restrictions on certain activities, transactions, or access rights to prevent undue influence.

(d) Safeguards may be introduced to prevent improper use of confidential or proprietary information.

(e) Where applicable, disclosures may be made to affected parties to ensure transparency.

6. Authority to Intervene and Take Action

6.1 Operational Rights of the Company

(a) The Company reserves the right to suspend, restrict, modify, or terminate any activity, transaction, or account where a conflict of interest is identified.

(b) Such action may be taken without prior notice where deemed necessary to protect the integrity of the Company or its Clients.

(c) The Company may disclose relevant information to affected parties where required to resolve or manage the conflict.

7. Confidentiality and Non-Disclosure Obligations

7.1 Restrictions on Disclosure

(a) All matters relating to conflicts of interest shall be treated as confidential.

(b) The Client agrees not to disclose, publish, or communicate any unresolved conflict externally without the Company's prior written consent.

(c) Unauthorized disclosure may result in legal action, including claims for reputational or financial damage.

8. Conduct Standards and Prohibited Behavior

8.1 Client Conduct Requirements

(a) The Client shall act in good faith and cooperate fully in any conflict-related review or investigation.

- (b) Any attempt to manipulate, exploit, or fabricate a conflict claim shall be considered a material breach of the Company's agreements.
- (c) The Client shall refrain from engaging in harassment, coercion, or threats directed at the Company or its personnel.
- (d) Any such conduct may result in immediate suspension or termination of services, and potential legal action.

9. Resolution Timeframes and Limitations

9.1 Processing of Conflict Matters

- (a) The Company shall endeavor to review reported conflicts within a reasonable timeframe, typically ranging from seven (7) to fourteen (14) business days.
- (b) Complex matters may require extended review periods.
- (c) The Company does not guarantee a specific outcome or resolution.

10. Limitation of Advisory Obligations

10.1 No Duty to Advise

- (a) The Company is not obligated to provide advisory services, recommendations, or guidance in relation to any identified conflict of interest.
- (b) The Client remains solely responsible for their decisions and actions in connection with any such situation.

11. Third-Party and Affiliate Relationships

11.1 External Engagements

- (a) The Company may engage with third parties, affiliates, or service providers whose interests may not always align with those of the Client.
- (b) Such relationships may give rise to indirect conflicts of interest.

(c) The Client acknowledges and accepts such risks as part of the Company's operational structure.

12. Policy Amendments and Updates

12.1 Right to Modify

(a) The Company reserves the right to amend, revise, or update this Policy at any time.

(b) Changes shall become effective immediately upon publication.

(c) Continued use of the Company's services shall constitute acceptance of the updated Policy.

13. Final Acknowledgment

13.1 Acceptance and Understanding

(a) The Client confirms that they have read and understood this Policy in full.

(b) The Client acknowledges the possibility of conflicts of interest arising.

(c) The Client agrees to be bound by all provisions contained herein.

(d) The Client accepts that the Company retains full discretion in managing such conflicts.