

Formal Complaints and Conflict Resolution Procedure

Overview Statement

This Formal Complaints and Conflict Resolution Procedure ("Procedure") outlines the Company's structured mechanism for handling grievances, concerns, or disputes raised by Clients. The Company is committed to ensuring that every complaint is dealt with professionally, efficiently, and in good faith. This Procedure aligns with regulatory standards and promotes transparency and fairness in client relationships.

Application

This Procedure applies to all individuals or entities who are Clients of the Company and who have engaged in a contractual or service-based relationship with the Company. By submitting a complaint or dispute, the Client agrees to comply with the terms set forth in this Procedure.

Definitions

- 1. Client:** Refers to any individual or legal entity that has entered into a contractual, service-based, or financial relationship with the Company.
- 2. Complaint:** A formal expression of dissatisfaction, concern, or dispute raised by a Client regarding the Company's services, policies, or conduct, submitted in accordance with this Procedure.
- 3. Registered Email Address:** The email address linked to a Client's verified profile with the Company, used for official communications and complaint submissions.
- 4. Business Day:** Any day on which the Company operates its business, excluding weekends and officially recognized public holidays in the applicable jurisdiction.
- 5. Compliance Officer:** A designated Company official responsible for evaluating and resolving complaints, especially those involving legal, regulatory, or reputational risks.
- 6. Goodwill Resolution:** A discretionary action taken by the Company to resolve a matter as a gesture of client care, without establishing legal liability or setting precedent.
- 7. Internal Resolution Process:** The structured, step-by-step complaint handling

framework established under this Procedure, which must be exhausted before external escalation.

Part A: Lodging a Complaint

Section 1.1: Complaint Submission Requirements

Clients wishing to raise a concern must formally submit their complaint via the Company's designated support email address. Submissions must include the complainant's legal name, associated account or reference number, registered contact details, and a clear narrative of the issue, including dates, actions taken, and any relevant correspondence.

Section 1.2: Supporting Materials for Financial Disputes

Where a dispute involves a financial matter, the Company may require the Client to furnish supporting materials, such as bank transaction records or payment confirmations. The review process may be paused until such materials are received.

Section 1.3: Anonymous and Incomplete Complaints

Anonymous complaints or those lacking sufficient detail to initiate an investigation may be deemed invalid and excluded from this Procedure. However, where an anonymous submission raises credible concerns involving regulatory violations or serious misconduct, the Company reserves the right to investigate further.

Part B: Evaluation and Investigation Timeline

Section 2.1: Acknowledgment and Review Initiation

All valid complaints will be acknowledged within five (5) business days of receipt. The Company will launch an internal review in line with pre-established assessment protocols and procedural fairness principles.

Section 2.2: Scope of Review

Only concerns arising from contractual obligations, policy misinterpretations, or verifiable service deficiencies fall under the purview of this Procedure. Matters originating from client misconduct or breaches of terms are addressed under alternative compliance processes.

Section 2.3: Resolution Timelines

The Company aims to conclude the investigation within thirty (30) business days. Depending on the nature and scope of the issue, timelines may be shortened or extended. A minimum processing period of seven (7) business days is observed.

Section 2.4: Interim Updates

In cases requiring extended evaluation, the Company will issue a formal interim response outlining the ongoing nature of the review and estimated resolution timeframe. Regular progress reports will be provided when applicable.

Section 2.5: Assignment of Compliance Officer

The Company may assign an impartial compliance officer to oversee dispute resolution in instances involving regulatory sensitivity, legal implications, or reputational risk.

Part C: Escalation, Communication, and Client Responsibilities

Section 3.1: Timely Reporting Obligations

Clients must report discrepancies related to platform operations, trade executions, or service failures in a timely manner. Examples include trade anomalies, unauthorized activity, or discrepancies in account balances.

Section 3.2: Time Limits for Complaints

Delayed reporting of discrepancies—typically more than thirty (30) calendar days from the date of occurrence—may be interpreted as tacit acceptance. Claims submitted after this period may be dismissed unless extenuating circumstances are demonstrated.

Section 3.3: Conduct Expectations

Clients are expected to engage constructively and respectfully throughout the resolution process. Harassment, threats, or abusive conduct directed at Company personnel may result in service suspension or termination. The Company respects Clients' rights to raise public concerns but expects factual accuracy and fairness in such communications.

Section 3.4: Escalation of Complex Disputes

Where a dispute is complex or has strategic implications, the Company may elevate the matter to a senior compliance official or department head for final determination.

Part D: Final Determination, Remedies, and Confidentiality

Section 4.1: Submission Source and Confidentiality

All claims must be submitted from the Client's registered email address. Confidentiality must be preserved throughout the investigation. Breaches of confidentiality by the Client

may expose them to legal or commercial liability.

Section 4.2: Discretion in Specialized Matters

In matters involving specialized instruments or sensitive transactions, such as derivatives or leveraged products, the Company retains discretion—guided by applicable policies, contractual terms, and regulatory standards—to determine whether remedial actions are warranted.

Section 4.3: Resolution Outcome and Appeal Limitations

At the conclusion of the review, the Client will be formally notified of the outcome. If remediation is required, corrective action will be executed accordingly. Decisions made through this Procedure are considered final within the Company's internal review framework. However, this does not restrict the Client's right to pursue remedies through applicable regulatory bodies as stated in Section 5.3.

Section 4.4: Goodwill Compensation

The Company may, at its discretion, provide goodwill resolutions or compensation as a gesture of client care. These are exceptional and non-precedent setting.

Part E: General Provisions

Section 5.1: Client Obligations

Clients agree to adhere to all procedural obligations under this Procedure and to remain cooperative throughout the review process.

Section 5.2: Amendments to the Procedure

This Procedure may be amended at the discretion of the Company. Updates will be published via official communication channels. Continued use of Company services constitutes acceptance of such modifications.

Section 5.3: External Dispute Resolution

In jurisdictions where regulatory bodies require alternate resolution channels, the Client retains the right to escalate unresolved issues to such bodies, subject to prior exhaustion of the Company's internal resolution process.