

CUSTOMER COMPLAINTS AND DISPUTE HANDLING AGREEMENT

Section 1.1: Purpose and Applicability

This Customer Complaints and Dispute Handling Agreement (the “**Complaints Agreement**”) forms part of the contractual documentation governing the Customer’s access to and use of the Company’s Services.

The purpose of this Complaints Agreement is to establish the procedures through which the Company receives, assesses, investigates, and responds to complaints, concerns, and disputes raised by Customers in connection with the Services.

The procedures set out in this Complaints Agreement are intended to promote transparency, procedural consistency, efficient handling, and compliance with Applicable Law.

This Complaints Agreement applies to complaints and disputes arising in connection with the Customer’s contractual relationship with the Company and shall be read together with the Customer Terms of Use and any other applicable agreements, policies, and disclosures.

Section 1.2: Submission of Complaints and Disputes

1.2.1 Formal Submission Requirements

A Customer wishing to raise a complaint or dispute shall submit the matter in writing via the Company’s designated legal email address: legal@courtiro.com.

To enable proper identification and assessment, the submission should include, where applicable:

- (a) the Customer's full legal name;
- (b) the relevant Customer Account or trading account number;
- (c) the registered email address associated with the Customer Account; and
- (d) a clear description of the issue, including relevant dates, transactions, orders, communications, and supporting evidence where available.

1.2.2 Supporting Information and Documentation

The Company may request additional information or documentation where reasonably necessary to facilitate a complete and accurate review.

Where a complaint or dispute relates to a financial transaction, the Customer may be required to provide appropriate verification records, including payment confirmations, transaction records, bank statements, or other documents reasonably relevant to the matter.

The Company may delay its assessment where reasonably necessary information or documentation has not been provided.

1.2.3 Authorized Communication Channels

Complaints and disputes shall be submitted through the official communication channels designated by the Company.

Where appropriate for verification and account security, the Company may require the complaint to be submitted from the Customer's registered email address or through an authenticated Customer Account.



The Company may request additional verification before discussing account-specific information or taking action on a complaint.

Section 1.3: Assessment and Internal Review Process

1.3.1 Internal Assessment

Upon receipt of a complaint or dispute, the Company may conduct an internal assessment in accordance with its applicable compliance, operational, and governance procedures.

Each matter shall be assessed based on its individual circumstances, taking into account the Customer Terms of Use, applicable policies, Platform records, transaction data, order history, account information, and relevant communications.

1.3.2 Scope of Review

The Company may determine the scope and methodology of its review based on the nature and complexity of the matter.

Matters arising primarily from the Customer's own misconduct, negligence, breach of the Agreement, inaccurate information, unauthorized activity, or non-compliance with applicable Platform rules may be addressed under the relevant provisions of the Customer Terms of Use or other applicable procedures.

This does not prevent the Company from reviewing such matters where necessary to determine the circumstances giving rise to the complaint or dispute.

1.3.3 Evidence and Records

The Company may rely on its electronic records, transaction histories, system logs, account records, communications, payment records, and other relevant information when assessing a complaint or dispute.



Where discrepancies exist between information submitted by the Customer and the Company's system records, the Company may request additional evidence or verification before reaching a determination.

Section 1.4: Review Timelines and Determination

1.4.1 Standard Review Period

The Company shall use reasonable efforts to complete its assessment within **seven (7) to thirty (30) Business Days**, depending on the complexity, scope, and evidentiary requirements of the matter.

Extended review periods may be necessary where the matter requires third-party verification, additional documentation, regulatory consultation, technical investigation, forensic analysis, or other circumstances beyond the Company's immediate control.

1.4.2 Interim Responses

Where a complaint requires an extended investigation or cannot reasonably be resolved within the applicable review period, the Company may provide an interim response informing the Customer of the status of the review and, where reasonably possible, the anticipated timeframe for completion.

The Company may provide further updates where appropriate, without being required to disclose confidential information, internal investigation procedures, or information that could prejudice an ongoing review.

1.4.3 Escalation



Where a complaint is particularly complex, sensitive, or materially significant, the Company may escalate the matter to senior management, compliance personnel, legal advisers, or another appropriate internal function for further review.

Such escalation shall not create any obligation to reach a particular outcome or constitute an admission of liability by the Company.

1.4.4 Final Determination

Following completion of the review, the Company may issue a written determination setting out the outcome of the complaint or dispute and, where appropriate, any corrective or remedial measures to be implemented.

The Company's determination shall be based on the information and evidence reasonably available at the time of review and shall be subject to the Customer's rights under Applicable Law and any applicable regulatory or dispute resolution process.

Section 1.5: Reporting of Account Irregularities

1.5.1 Customer Reporting Obligations

The Customer shall promptly notify the Company upon becoming aware of any suspected irregularity, unauthorized activity, or inconsistency relating to the Customer Account.

Such matters may include, without limitation:

- (a) executed orders that do not appear correctly in the Customer Account;
- (b) transactions that the Customer does not recognize or did not authorize;
- (c) unauthorized modifications to executed orders;
- (d) positions remaining open contrary to the Customer's instructions; or

(e) premature or unexpected closure of active positions.

1.5.2 Delayed Notification

The Customer acknowledges that prompt notification may be necessary to allow the Company to investigate, secure the Customer Account, preserve relevant records, and take appropriate corrective or protective measures.

To the fullest extent permitted by Applicable Law, the Company shall not be responsible for losses or additional consequences arising from the Customer's unreasonable delay in reporting an account irregularity where such delay materially contributed to the loss or prevented timely corrective action.

Section 1.6: Cooperation, Confidentiality, and Conduct

1.6.1 Duty of Cooperation

The Customer shall reasonably cooperate with the Company during the review and resolution of a complaint or dispute, including by providing requested information, documentation, explanations, or verification within a reasonable timeframe.

Failure to provide information reasonably necessary to assess a matter may delay or limit the Company's ability to complete its review.

1.6.2 Confidentiality

The Company and the Customer shall handle information relating to complaints and disputes responsibly and in accordance with Applicable Law and any applicable confidentiality obligations.

Nothing in this Complaints Agreement prevents the Customer from making a lawful complaint, report, disclosure, or communication to a competent authority, regulator, law



enforcement body, court, professional adviser, or other person where the Customer is legally entitled to do so.

1.6.3 Prohibited Conduct

The Customer shall not use the complaint or dispute process to engage in fraud, coercion, intimidation, threats, harassment, abusive conduct, or deliberate obstruction of the Company's legitimate review procedures.

Where such conduct occurs, the Company may take appropriate protective or enforcement measures in accordance with the Customer Terms of Use and Applicable Law.

Nothing in this Section restricts any right that cannot lawfully be restricted.

Section 1.7: Claims and Dispute Administration

1.7.1 Submission of Claims

Claims arising from or relating to the Customer's contractual relationship with the Company or the use of the Services should initially be submitted through the Company's designated communication channels in accordance with this Complaints Agreement.

The Company may require the Customer to provide sufficient information and supporting evidence to identify and assess the relevant claim.

1.7.2 Claims Relating to Financial Transactions

Where a claim concerns a payment, withdrawal, deposit, trading transaction, or other financial activity, the Company may require relevant transaction records, payment confirmations, account statements, or other supporting documentation.

The Company may coordinate with relevant payment providers, financial institutions, liquidity providers, technology providers, or other third parties where reasonably necessary to investigate the matter.

1.7.3 Disputes Relating to Trade Instruments

Where a complaint or dispute involves a derivative, warrant, or similar financial instrument, the Company may assess whether corrective or mitigating measures are appropriate based on the circumstances, applicable instrument terms, available evidence, and Applicable Law.

Any discretionary intervention by the Company shall not, by itself, constitute an admission of liability or wrongdoing.

The Company may determine whether corrective or mitigating action is operationally or legally appropriate, subject to the Customer's rights under Applicable Law.

Section 1.8: Resolution and Implementation

1.8.1 Corrective Measures

Where the outcome of a complaint or dispute review supports corrective action, the Company may implement appropriate measures in accordance with its internal procedures, the Customer Terms of Use, Applicable Law, and the circumstances of the matter.

Corrective measures may include account adjustments, transaction corrections, administrative corrections, or other appropriate actions.

1.8.2 Unfavorable Determinations



Where the Company determines that a complaint or dispute is not substantiated, the Company may communicate the basis for its determination to the Customer to the extent reasonably appropriate and legally permissible.

The Company shall not be required to disclose confidential information concerning other Customers, internal security controls, proprietary systems, legal advice, or other information that it is not legally or contractually permitted to disclose.

1.8.3 Finality of Internal Review

Completion of the Company's internal complaint process does not prevent the Customer from exercising any right or remedy that cannot lawfully be excluded, including any applicable regulatory, statutory, judicial, or other legally available process.

Subject to such rights, the Company's internal determination shall constitute the Company's final position on the matter for purposes of its internal complaint-handling process.

Section 1.9: Records and Retention

The Company may maintain records relating to complaints, disputes, investigations, supporting documentation, communications, determinations, and corrective measures for the period reasonably necessary to satisfy contractual, legal, regulatory, compliance, security, accounting, and recordkeeping requirements.

Such records may be used for internal review, compliance monitoring, quality assurance, dispute resolution, regulatory reporting, legal proceedings, and other legitimate purposes.