

CONFLICT OF INTEREST MANAGEMENT AND DISCLOSURE AGREEMENT

Section 1.1: Purpose and Scope

This Conflict of Interest Management and Disclosure Agreement (the “**Conflict Management Agreement**”) forms part of the contractual documentation governing the Customer’s access to and use of the Company’s Services.

The purpose of this Conflict Management Agreement is to establish the principles, controls, and procedures applied by the Company to identify, assess, disclose, manage, and, where reasonably possible, mitigate circumstances in which competing interests may arise between the Company, its personnel, its Customers, or between Customers.

The Company seeks to maintain fairness, transparency, and integrity in the provision and administration of the Services while taking reasonable measures to prevent Customers from being materially disadvantaged by unmanaged or undisclosed conflicts of interest.

By accessing or using the Services, the Customer acknowledges the provisions of this Conflict Management Agreement and agrees to comply with the applicable obligations contained herein.

Section 1.2: Identification and Notification of Conflicts

1.2.1 Notification of Conflict Concerns

Any person who reasonably believes that an actual, potential, or perceived conflict of interest exists in connection with the Services may notify the Company without undue delay.

Where submitted by a Customer, such notification shall be made in writing through a communication channel designated by the Company and shall contain sufficient information to allow the Company to assess the circumstances giving rise to the concern.

1.2.2 Information Supporting a Conflict Report

Where reasonably available and applicable, a notification should include:

- (a) the notifier's full legal name;
- (b) the relevant Customer Account or reference number;
- (c) registered contact details; and
- (d) a clear explanation of the circumstances giving rise to the concern.

The Company may request additional information or supporting documentation where reasonably necessary to assess the matter.

The Company may decline to process submissions that are materially incomplete, speculative, abusive, or unsupported by sufficient information to permit a meaningful assessment.

Section 1.3: Conflict Assessment and Protective Measures

1.3.1 Review Authority

Where an actual, potential, or perceived conflict is identified or reasonably suspected, the Company may conduct an assessment of the relevant circumstances and determine the appropriate measures to be taken.

The Company may consider the nature, scale, materiality, duration, and potential impact of the conflict when determining the appropriate response.

1.3.2 Interim Protective Measures

Where reasonably necessary to protect Customers, the integrity and security of the Services, or the Company's legal, regulatory, or operational obligations, the Company may implement interim protective measures while a conflict is being assessed.

Such measures may include, without limitation:

- (a) temporary restrictions on Customer Account activity;
- (b) suspension or restriction of particular transactions;
- (c) limitation of access to specific Services;
- (d) segregation of relevant personnel or functions; or
- (e) enhanced monitoring or review of affected activities.

Such measures may be implemented without prior notice where immediate action is reasonably necessary, subject to Applicable Law.

1.3.3 Disclosure of Conflicts

Where appropriate and legally permissible, the Company may disclose the existence or nature of a material conflict to affected Customers or other relevant parties.

The Company shall not be required to make a disclosure where doing so would breach confidentiality obligations, compromise security, prejudice an investigation, violate Applicable Law, or otherwise interfere with the Company's legal or regulatory obligations.

Section 1.4: Categories and Sources of Conflicts

The Company may continuously assess operational, financial, commercial, and relational circumstances that may give rise to actual, potential, or perceived conflicts of interest.

Circumstances that may constitute or contribute to a conflict include, without limitation:

- (a) circumstances in which the Company or any of its representatives may derive a benefit or avoid a loss at the potential expense of a Customer;
- (b) circumstances in which the interests of one Customer may conflict with those of another Customer;
- (c) arrangements involving third-party remuneration, incentives, commissions, benefits, or other financial or commercial interests that may influence the provision or administration of the Services;
- (d) circumstances involving competing interests between Company personnel and Customers; and
- (e) circumstances in which the Company's commercial or operational interests may differ from those of a Customer.

The categories described in this Section are non-exhaustive and may be supplemented by the Company where additional circumstances are identified through its compliance, risk-management, or governance processes.

Section 1.5: Conflict Mitigation and Control Measures

1.5.1 Mitigation Measures

Where a conflict is identified, the Company may implement proportionate measures designed to eliminate, prevent, manage, or mitigate the relevant risks.

Depending on the nature and materiality of the conflict, such measures may include:

- (a) segregation of duties and restricted access to relevant information;
- (b) enhanced monitoring of affected activities, transactions, or relationships;
- (c) structural or procedural controls designed to prevent undue influence;

- (d) removal, restriction, or management of incentives that may compromise impartiality;
- (e) restrictions on personnel participating in affected decisions or activities;
- (f) disclosure of the conflict to affected Customers or other relevant parties where appropriate; and
- (g) any other control or protective measure reasonably considered appropriate by the Company.

1.5.2 Proportionality of Controls

The selection and application of conflict-management measures shall depend on the nature, scale, likelihood, and potential impact of the relevant conflict.

The Company may determine that a conflict has been adequately managed through internal controls without requiring disclosure where disclosure is not necessary, legally required, or appropriate in the circumstances.

Section 1.6: Customer Responsibilities and Conduct

1.6.1 Independent Decision-Making

The Customer acknowledges that the Company does not provide personal legal, tax, or investment advice regarding conflicts of interest and that the Customer remains responsible for making independent decisions concerning the Customer's use of the Services.

The existence or disclosure of a conflict does not constitute a recommendation regarding any transaction, investment, or other decision.

1.6.2 Cooperation with Reviews



The Customer shall reasonably cooperate with requests for information or documentation where such information is necessary for the Company to investigate or assess a conflict of interest or related concern.

The Company may restrict or delay the relevant activity where the requested information is necessary to comply with Applicable Law or to complete a required review.

1.6.3 Prohibited Conduct

The Customer shall not engage in conduct intended to improperly influence, obstruct, or interfere with the Company's legitimate conflict-management, compliance, or investigation processes.

The Customer shall not engage in coercion, intimidation, threats, harassment, or abusive conduct toward the Company or its personnel.

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

Nothing in this Section restricts the Customer's right to make a lawful complaint, report a matter to a competent authority, seek independent legal advice, or exercise any other right that cannot lawfully be restricted.

Section 1.7: Assessment, Determination, and Ongoing Governance

1.7.1 Assessment Timelines

The Company shall endeavor to assess conflict-related concerns promptly and efficiently.



Depending on the nature, complexity, and circumstances of the matter, an initial assessment may typically be completed within **seven (7) to twenty-one (21) Business Days**.

Complex matters, matters requiring information from third parties, or matters subject to regulatory, legal, or investigative processes may require additional time.

The Company may request additional information where reasonably necessary to complete the assessment.

1.7.2 Determination

Following completion of its assessment, the Company may determine the appropriate measures to address the identified conflict, subject to Applicable Law and the Company's internal compliance and governance procedures.

The Company may communicate the outcome to the Customer where appropriate and legally permissible.

Any determination shall be subject to the Customer's rights under Applicable Law and any applicable complaint, dispute resolution, or regulatory process.

1.7.3 Ongoing Governance and Amendments

The Company may periodically review and update its conflict-management procedures, controls, and this Conflict Management Agreement to reflect changes in Applicable Law, regulatory expectations, operational circumstances, identified risks, or governance practices.

Any amendment may be published through the Official Website, Customer Portal, Platform, or another Official Communication Channel designated by the Company.



Unless otherwise required by Applicable Law, an updated version shall become effective on the date specified by the Company or, where no date is specified, upon publication.