



# *Conflicts of Interest Governance Framework*

*This **Conflicts of Interest Governance Framework** establishes the principles, controls, and procedures adopted by the Company to identify, assess, disclose, and manage circumstances in which competing interests may arise between the Company, its personnel, its Clients, or between Clients themselves.*

*The objective of this Framework is to preserve fairness, transparency, and integrity in the provision of services, while ensuring that no party is disadvantaged as a result of undisclosed or unmanaged conflicts.*

*Continued access to or use of the Company's services constitutes acknowledgment of, and adherence to, the provisions set out in this Framework.*

## ***Clause 1: Notification and Escalation of Conflict Concerns***

*Any individual who reasonably believes that an actual, potential, or perceived conflict of interest exists is required to notify the Company without undue delay. Such notification must be submitted in written form through the Company's designated communication channel and must include sufficient detail to allow for meaningful assessment.*

*The notification shall include, at a minimum:*

- *The notifier's full legal name*
- *Relevant account or reference number*
- *Registered contact details*
- *A clear and comprehensive explanation of the circumstances giving rise to the concern*

*Upon receipt, the Company may request supplementary information or documentation to support the assessment process. Submissions that are incomplete, speculative, or unsupported may be declined at the Company's discretion.*

## ***Clause 2: Review Authority and Interim Protective Measures***

*Where a conflict is identified or reasonably suspected, the Company retains full authority to implement interim measures to protect Clients, the integrity of its systems, and its regulatory obligations. Such measures may include, without limitation, temporary restrictions on account activity, suspension of transactions, or limitation of access to specific services.*

*Where appropriate and lawful, the Company may notify affected parties of the existence of a conflict, provided that such disclosure does not compromise confidentiality obligations or regulatory duties.*

### ***Clause 3: Categories of Conflicts of Interest***

*The Company continuously evaluates operational, financial, and relational circumstances that may give rise to conflicts of interest. Situations that may constitute a conflict include, but are not limited to:*

- *Circumstances in which the Company or its representatives derive a benefit, or avoid a loss, to the detriment of a Client*
- *Scenarios where one Client's interests conflict directly with those of another Client*
- *Arrangements involving third-party remuneration, incentives, or benefits that may influence service delivery beyond agreed commercial terms*

*This list is non-exhaustive and shall be interpreted broadly to preserve the integrity of decision-making processes.*

### ***Clause 4: Conflict Mitigation and Control Mechanisms***

*Where a conflict is identified, the Company shall apply proportionate controls designed to eliminate or mitigate associated risks. These controls may include:*

- *Segregation of duties and restricted information access*
- *Enhanced monitoring of affected activities or relationships*
- *Structural or procedural barriers preventing undue influence*
- *Removal of incentives that may compromise impartiality*
- *Formal disclosure of conflicts where mitigation alone is insufficient*

*The selection and application of controls shall be determined by the nature, scale, and materiality of the conflict.*

### ***Clause 5: Client Responsibilities and Conduct Restrictions***

*Clients acknowledge that the Company does not provide advisory opinions regarding conflicts of interest and that responsibility for independent decision-making remains with the Client.*

*Clients further agree to:*

- *Cooperate fully with any review or investigation*

- *Refrain from making public statements, disclosures, or allegations concerning unresolved matters*
- *Avoid any conduct that may constitute coercion, intimidation, or reputational harm toward the Company or its personnel*

*Any attempt to exert improper pressure or engage in abusive conduct may result in immediate enforcement action.*

#### ***Clause 6: Assessment Timelines and Determination***

*The Company endeavors to conduct conflict assessments promptly and efficiently. Initial evaluations are typically completed within **seven (7) to twenty-one (21) business days**, though complex matters may require additional time.*

*The Company's determination shall be issued once all relevant factors have been considered and shall be final, subject to applicable legal obligations.*

#### ***Clause 7: Policy Amendments and Ongoing Governance***

*This Framework forms part of the Company's broader compliance and governance structure and may be amended periodically to reflect regulatory developments, operational changes, or risk assessments.*

*Revisions shall become effective upon publication through official Company channels, and continued use of services constitutes acceptance of such amendments.*