

# **Complaint Management Policy**



This Policy governs the structured process by which the Company receives, assesses, and resolves any formal complaint or grievance submitted by Clients regarding the Company's services, systems, or personnel conduct. It forms an integral part of the Company's internal compliance framework and reflects its ongoing commitment to operational transparency, equitable treatment, and adherence to applicable financial regulations.

## **ARTICLE 1: PURPOSE AND SCOPE**

1.1 All Clients engaging with the Company's platforms or financial services are deemed to have reviewed and accepted this Policy as a condition of ongoing participation. The Policy applies uniformly to all business lines, including trading operations, account management, and client support interactions.

1.2 For the avoidance of doubt, this Policy shall not extend to general inquiries, service feedback, or disputes unrelated to the Company's direct actions or contractual obligations.

## **ARTICLE 2: SUBMISSION AND REGISTRATION OF COMPLAINTS**

2.1 Clients intending to file a complaint shall transmit their submission exclusively through the Company's designated communication channel, as specified on the official website. Each submission must contain the Client's verified personal and account details, a factual description of the issue, and supporting evidence where available.

2.2 Complaints that involve monetary transactions must be accompanied by verifiable records, such as transaction receipts, payment confirmations, or account statements issued by the financial institution concerned. The Company may suspend review activities pending receipt of such documentation.

2.3 Upon receipt, each complaint shall be formally logged into the Company's internal registry and assigned a unique reference number for tracking and correspondence purposes.



2.4 Anonymous complaints or those submitted via unofficial communication channels will not be entertained, except where regulatory requirements compel further inquiry.

### **ARTICLE 3: REVIEW PROCEDURE AND RESOLUTION TIMEFRAMES**

3.1 Following registration, the Company will initiate a structured internal review conducted by personnel independent of the business unit implicated in the complaint. The objective is to ensure impartiality and prevent any potential conflict of interest.

3.2 The Company shall make every reasonable effort to conclude the review within thirty (30) business days of acknowledgment. Should additional time be required due to complexity, third-party involvement, or legal considerations, the Client will be notified accordingly, along with an estimated completion date.

3.3 Interim updates may be issued where necessary, confirming receipt and progress of the review. A comprehensive outcome report will be provided to the Client upon conclusion, detailing findings, remedial actions, or reasons for non-acceptance.

3.4 Complaints determined to stem from Client negligence, intentional misconduct, or failure to comply with contractual terms may be dismissed without further review.

### **ARTICLE 4: CLIENT COOPERATION AND CONDUCT EXPECTATIONS**

4.1 During the course of an active investigation, Clients are required to respond promptly to information requests and maintain respectful communication with Company personnel.

4.2 Any abusive, defamatory, or intimidating behavior directed toward staff members will result in the immediate suspension of services and may trigger legal recourse under applicable defamation and harassment laws.

4.3 Clients shall refrain from making public statements or sharing unverified allegations concerning ongoing investigations. Breaches of this obligation may constitute a violation of confidentiality provisions and lead to administrative or legal action.



## **ARTICLE 5: CONFIDENTIALITY AND FINAL DECISION**

5.1 The Company treats all complaint submissions and related communications as strictly confidential. Access to such information is restricted to authorized personnel engaged in complaint assessment and resolution.

5.2 Upon completion of the review, the Company's determination shall be communicated in writing and deemed final and binding. Clients retain the right to request clarification of the reasoning behind the decision, which will be provided in a concise and documented format.

5.3 If a complaint involves technical or trading-related discrepancies, the Company reserves the right to consult internal system logs or external liquidity partners for verification. Such data shall serve as conclusive evidence unless proven otherwise by the Client.

## **ARTICLE 6: ESCALATION AND EXTERNAL RECOURSE**

6.1 Where the Client remains dissatisfied following the final outcome, the matter may be referred for independent mediation or arbitration, provided such referral is mutually agreed upon by both parties.

6.2 Alternative dispute resolution proceedings shall be governed by the procedural rules and governing law applicable to the jurisdiction of the Company's principal office, unless otherwise stipulated by regulatory mandate.

6.3 The Company will maintain transparent communication throughout the escalation process and cooperate in good faith with the designated mediator or arbitrator.

## **ARTICLE 7: RECORD RETENTION AND COMPLIANCE MONITORING**

7.1 All complaint records, including correspondence, internal notes, and decision reports, shall be retained for no less than five (5) years from the date of resolution or as otherwise required under applicable financial regulations.



7.2 The Company's Compliance Department shall periodically review aggregated complaint data to identify recurring issues, systemic weaknesses, or patterns of concern requiring remediation.

7.3 Summarized complaint statistics may be made available to regulatory authorities or auditors upon request, in accordance with confidentiality and data protection obligations.

## **ARTICLE 8: POLICY REVIEW AND MODIFICATION**

8.1 This Policy may be reviewed and amended at the discretion of the Company to ensure ongoing compliance with evolving regulatory standards and industry best practices.

8.2 Amendments shall take effect upon publication via official channels, and continued engagement with the Company's services shall signify the Client's acceptance of such modifications.