

U E X O

Beyond Boundaries



UEXO GLOBAL LTD.

CONFLICT OF INTEREST POLICY, GOVERNANCE STANDARD& CLIENT DISCLOSURE

1. Status, Legal Effect and Regulatory Basis

1.1 **Status.** This Policy is a binding internal governance instrument of the Company. It is intended to (a) satisfy applicable requirements of the FSC and relevant Mauritian securities legislation and (b) evidence that the Company maintains robust organizational and administrative arrangements to identify, prevent, manage, monitor, and disclose conflicts of interest.

1.2 **Regulatory Basis.** This Policy is adopted with reference to, and shall be interpreted consistently with, all applicable Mauritian laws and FSC rules, codes, and guidance applicable to Investment Dealers and securities business, including (without limitation) requirements relating to fair treatment of clients, integrity, governance, market abuse, client money, and record keeping.

1.3 **No dilution of duties.** No provision of this Policy (including any disclosure or consent language) shall be construed as:

- (a) limiting or excluding any duty imposed on the Company by law or regulation;
- (b) transferring the Company's legal and regulatory obligations to a Client; or
- (c) validating conduct that would otherwise constitute misconduct, market abuse, negligence, or breach of regulatory duty.

1.4 **Hierarchy and supremacy.** In the event of conflict between this Policy and any applicable law, regulation, license condition, or FSC direction, the latter shall prevail. Where this Policy imposes a higher standard than the minimum legal requirement, the higher standard shall apply.

1.5 **Defensive construction.** This Policy is drafted to be enforceable and defensible in supervisory review, dispute resolution, and litigation. Controls and processes described herein are minimum requirements and may be supplemented by procedures, desk rules, and system controls without requiring amendment of this Policy.

2. Definitions and Interpretation

2.1 **Defined Terms.** For the purposes of this Policy:

- **“Client” / “Customer”** means any person receiving or proposing to receive services from the Company.
- **“Company”** means UEXO Global Ltd. and any entity deemed in scope by the Board from time to time.
- **“Conflict of Interest”** means any circumstance that (i) creates a risk that the Company or a Relevant Person’s judgment, actions, or decisions may be influenced by a competing interest and/or (ii) may result in a detriment, unfair outcome, or unequal treatment of a Client.
- **“Relevant Person”** includes directors, officers, employees, agents, tied agents, introducing brokers, affiliates, and outsourced service providers performing a regulated or critical operational function.
- **“Material Conflict”** means a conflict that creates a **material risk of Client detriment** or impairment to market integrity, including where disclosure alone is unlikely to neutralize the risk.
- **“Prohibited Conflict”** means a conflict that cannot be adequately prevented or managed through controls and where proceeding would reasonably be expected to cause Client detriment, compromise integrity, or breach legal/regulatory obligations.
- **“Durable Medium”** means a medium enabling a client to store information accessible for future reference and reproduce it unchanged (e.g., email, PDF, portal message with retention).

2.2 **Interpretation.** Headings are for convenience only. “Including” means including without limitation. References to “shall” are mandatory.

2.3 “OTC Derivatives / CFDs” means over-the-counter derivative contracts (including CFDs, FX/commodities/indices/crypto derivatives) offered by the Company, where the Company may act as principal (market maker) and/or as agent when routing to third-party liquidity providers.

2.4 “Principal Model” means an execution model in which the Company is the counterparty to the client’s trade (i.e., internalizes or “de-books” part or all of the client flow), including where the Company hedges all or part of its exposure with external liquidity providers.

2.5 “Execution Conflict” means any actual, potential or perceived conflict arising in trade execution, pricing, order handling, hedging, or discretionary decisions (e.g., re-

quotes, rejects, slippage controls, mark-ups) where the Company's interests may diverge from those of the client.

2.6 "Material Conflict" means a conflict that could reasonably be expected to influence a decision or outcome for a client, or impair the Company's ability to act honestly, fairly and professionally in the best interests of the client.

3. Core Principles

3.1 The Company shall act **honestly, fairly, and professionally**, and shall organize and control its business so as to **minimize conflicts** and **protect Clients**.

3.2 **Avoidance first.** Conflicts shall be avoided where reasonably possible by design of processes, systems, remuneration, and governance.

3.3 **Disclosure is not a cure.** Disclosure may be necessary but is not, by itself, sufficient mitigation for any Material Conflict where structural incentives or information asymmetry remain.

3.4 **Client primacy in outcomes.** Where a conflict exists, the Company shall ensure that the Client's interests are not unfairly subordinated to the Company's interests or those of another Client.

3.5 **No "blanket waiver."** The Company shall not rely on broad, general consent wording to justify conflicted conduct that would otherwise be improper.

4. Scope of Services and Conflict Touchpoints

4.1 This Policy applies to Conflicts arising from or connected to any of the Company's activities, including (as applicable):

- (a) reception and transmission of orders ("RTO");
- (b) execution arrangements (including STP and any dealing/principal arrangements);
- (c) pricing, spreads, mark-ups, commissions, swaps, and execution quality;
- (d) hedging, risk management, and order handling;
- (e) custody / safekeeping / administration of client assets, cash and collateral management;
- (f) inducements, rebates, referral fees, marketing arrangements;
- (g) remuneration, bonus structures, performance metrics;
- (h) complaints and dispute handling;
- (i) personal account dealing and outside business interests;

- (j) outsourcing and third-party dependencies;
- (k) information security, confidentiality, and restricted information.

5. Classification of Conflicts and Mandatory Treatment

5.1 **Classification.** Each identified conflict shall be classified as:

(A) Category 1 – Non-Material Conflict

A conflict with low likelihood of impacting outcomes, controllable through standard measures.

(B) Category 2 – Material Conflict

A conflict with meaningful risk of Client detriment, requiring enhanced controls and typically specific disclosure and consent.

(C) Category 3 – Prohibited Conflict

A conflict that cannot be managed to an acceptable level; the Company shall decline, suspend, unwind, or otherwise not proceed.

5.2 **Presumptions (Scar tissue).** The following are presumed to be **Material** unless the CO documents a reasoned exception:

- (a) any conflict where the Company acts as principal/counterparty and sets price or execution outcomes;
- (b) any conflict involving asymmetric information about execution, slippage, price feeds, or order handling;
- (c) any conflict involving remuneration linked to trading volume, retention, revenue, or spread capture without offsets;
- (d) any conflict involving payments or inducements from third parties tied to client trading;
- (e) any conflict involving restricted/inside information.

5.3 **Prohibited conduct.** The Company shall treat as Prohibited any arrangement where:

- (a) Client detriment is reasonably foreseeable and cannot be reduced through controls;
- (b) proceeding would impair integrity or breach legal duties;
- (c) the Company would be incentivized to act against the Client with insufficient countervailing controls; or
- (d) the conflict cannot be transparently and fairly disclosed in a manner enabling informed decision-making.

6. Governance, Accountability, and Escalation

6.1 **Board responsibility.** The Board retains ultimate responsibility for the adequacy of conflict management arrangements and approves this Policy, significant amendments, and any exceptions to Prohibited Conflict determinations.

6.2 **Compliance Officer authority.** The CO shall:

- (a) maintain the conflict framework, templates, training and register;
- (b) review and classify conflicts;
- (c) require enhanced controls, disclosures, or prohibition;
- (d) escalate Material/Prohibited matters;
- (e) report periodically to the Board.

6.3 **Senior Management obligations.** Senior Management and Heads of Department shall:

- (a) implement controls in their areas;
- (b) ensure procedures reflect this Policy;
- (c) ensure staff compliance and evidence;
- (d) certify quarterly that controls are operating effectively (unless waived by the CO).

6.4 **Mandatory escalation triggers.** The CO shall escalate to Senior Management and/or the Board (as appropriate) where:

- (a) a conflict is Material or Prohibited;
- (b) a breach of this Policy is suspected;
- (c) a systemic conflict is identified (e.g., remuneration structure, execution model, IB incentives);
- (d) any conflict relates to a vulnerable cohort, high-value segment, or repeated complaints;
- (e) regulatory notification may be required.

6.5 **Stop authority.** The CO has authority to require an immediate pause of the relevant activity pending assessment, and Senior Management shall comply unless the Board directs otherwise.

7. Identification and Ongoing Monitoring

7.1 **Continuous identification duty.** All Relevant Persons must identify and promptly report any actual, potential, or perceived conflict to Compliance.

7.2 Minimum identification mechanisms. The Company shall maintain mechanisms including:

- (a) onboarding and annual declarations (conflicts, outside interests, PAD accounts);
- (b) pre-approval workflows (PAD, gifts, outside business interests);
- (c) monitoring of inducements/referral flows;
- (d) execution and pricing monitoring (including slippage analytics, markups, spreads, reject rates);
- (e) complaint trend monitoring;
- (f) access controls and audit trails.

7.3 Duty to evidence. Where a conflict is assessed as Non-Material, Compliance shall document the rationale and controls relied upon.

8. Organizational and Administrative Controls

8.1 Segregation of functions. The Company shall segregate, to the extent practicable given its size:

- (a) dealing/risk functions from client-facing sales/retention;
- (b) pricing/mark-up configuration authority from complaint handling;
- (c) client money/custody operations from revenue functions.

8.2 Four-eyes principle. Any material decision impacting Client outcomes (pricing policy changes, execution configuration changes, IB commission changes, swaps/fees changes, complaint settlement) shall require at least two-person approval, one being Compliance or a designated control function.

8.3 No inappropriate influence. No person shall exert, attempt to exert, or permit inappropriate influence over another Relevant Person's performance of duties, including in order handling, execution, dispute decisions, or complaint outcomes.

8.4 Independent oversight. Internal Audit (where appointed) or an independent reviewer shall periodically test the effectiveness of conflict controls and report findings to the Board.

9. Information Barriers, Confidentiality and Restricted Information

9.1 Need-to-know. Access to confidential and Client information shall be restricted to personnel with legitimate business need.

9.2 **Chinese walls.** The Company shall maintain information barriers between functions where conflicts may arise, including (as applicable) physical separation, system access separation, separate reporting lines, and controlled communications.

9.3 **Restricted information.** The following are “Restricted Information”:

- (a) pending or large client orders;
- (b) execution parameters, last-look logic (if any), slippage controls, mark-up tables;
- (c) hedging plans or risk books;
- (d) client complaint settlement strategies;
- (e) inside information and non-public issuer information.

9.4 **Prohibited use.** Restricted Information shall not be used for:

- (a) personal benefit;
- (b) favoring one Client over another;
- (c) disadvantaging a Client;
- (d) any form of market abuse, manipulation, or improper disclosure.

9.5 **Breach handling.** Any suspected leakage or misuse of Restricted Information is a Category 3 event, requiring immediate escalation to the CO and Senior Management, with documented containment steps.

10. Execution, Pricing, Order Handling and Structural Conflicts (High-Risk Section)

10.1 **Best execution principle (as applicable).** The Company shall maintain execution arrangements designed to deliver fair outcomes, consistently applied, and supported by monitoring.

10.6 Liquidity Provider and Prime-of-Prime Governance. Where the Company sources pricing and execution from external liquidity providers (“LPs”) or prime-of-prime providers, the Company shall (i) conduct due diligence on LP stability, execution quality, reject/last-look behavior, and conflicts; (ii) document routing logic and mark-up methodology; and (iii) ensure that commercial arrangements (rebates, revenue share, volume tiers) do not impair best-execution outcomes.

10.7 Order Handling Controls. The Company shall maintain documented controls governing order acceptance, partial fills, re-quotes, slippage tolerances, and trade rejects, including objective criteria for any “last look” or price validation mechanisms, and prohibitions against discretionary practices that unfairly disadvantage clients.

10.8 Hedging / De-booking Conflicts. Where the Company internalizes client flow and/or hedges exposure, it shall segregate commercial incentives from execution decision-making, apply risk limits approved by Senior Management, and ensure disclosures are consistent with the Client Agreement and best-execution obligations.

10.9 Trade Analysis and Fair Resolution. In execution disputes (including spread widening, slippage, stop-outs, platform behavior), the Company shall perform tick-level or price-feed analysis where applicable, preserve evidence, and apply consistent outcomes for comparable cases. Any goodwill adjustments shall be approved and recorded, and shall not create unreasonable precedents.

10.10 Client Communications and Transparency. Client-facing communications relating to execution (including confirmations, corrections, cancellations, and dispute outcomes) shall be clear, non-misleading, and supported by an auditable record trail, including timestamps, pricing sources, and system logs where relevant.

10.2 **Structural conflict acknowledgement.** Where the Company:

- (a) acts as counterparty/principal; and/or
 - (b) internalizes trades; and/or
 - (c) benefits from spread capture, mark-ups, or client losses,
- a structural conflict exists and is presumed Material.

11.5 Introdurers, Affiliates and Call Centers. Conflicts may arise where introducers/affiliates (including call centers) are remunerated based on client activity, deposits, spreads/commissions, or trading volume. The Company shall implement controls to (i) prohibit misleading, aggressive or high-pressure sales practices; (ii) monitor complaints, chargebacks, abnormal trading patterns, and regulatory risk by acquisition source; (iii) apply contractual standards, training, ongoing oversight, and audit/termination rights; and (iv) terminate, suspend, or restrict partners that present unacceptable conduct, mis-selling risk, or reputational/regulatory exposure.

10.3 **Controls for structural conflicts.** The Company shall implement controls including:

- (a) documented execution policy (venue selection / LP selection / bridging logic);
- (b) time-stamped audit trail from order receipt to execution and any hedge;
- (c) monitoring of slippage symmetry (positive vs negative), reject rates, re-quotes, latency;
- (d) monitoring of pricing feeds and outlier detection;
- (e) governance over mark-up tables and fee/spread changes, including approval and effective-date controls;

(f) prohibition of practices designed to systematically disadvantage clients (e.g., asymmetric slippage settings without rationale).

10.4 **Fair allocation.** Where client orders may be aggregated, split, or allocated, the Company shall apply transparent principles and prohibit preferential treatment.

10.5 **Complaints overlay.** Any dispute alleging unfair execution, slippage, or pricing shall be reviewed with independent control involvement (Compliance and/or Operations separate from the execution desk), and the file must include an evidence pack.

11. Inducements, Introducing Brokers, Referrals and Rebates

11.1 **General prohibition.** The Company shall not offer, pay, solicit, or accept any inducement that:

- (a) impairs compliance with duties owed to Clients;
- (b) creates incentives to act against Client interests; or
- (c) is not transparent and properly governed.

11.2 **Permitted inducements (strict conditions).** Where inducements are permitted, the Company shall ensure:

- (a) they are disclosed to the Client prior to service (where required/appropriate);
- (b) they do not create a conflict that cannot be managed;
- (c) they are approved by Compliance;
- (d) they are recorded in the Inducements Register.

11.3 **IB/affiliate governance.** The Company shall:

- (a) conduct due diligence on IBs/affiliates;
- (b) ensure marketing and client communications are not misleading;
- (c) prohibit IB conduct that pressures unsuitable trading or misrepresents risks;
- (d) monitor complaints linked to IBs and terminate relationships where risks crystallize.

11.4 **No hidden economics.** Any revenue share, rebate, or fee arrangement that could reasonably affect service quality, conflict management, or client outcomes must be reviewed as a Material Conflict and recorded.

12. Remuneration, Sales Incentives and Performance Metrics

12.1 **Design duty.** Remuneration structures shall be designed to avoid incentives that:

- (a) encourage unfair treatment of Clients;
- (b) encourage excessive risk-taking;
- (c) reward behavior that increases complaints, disputes, or client harm.

12.2 **High-risk incentives.** Any remuneration linked directly to trading volume, spreads, swap capture, deposits, or retention must have:

- (a) counter-balancing conduct metrics (complaint quality, cancellations, suitability controls);
- (b) Compliance oversight;
- (c) periodic testing for adverse outcomes.

12.3 **Prohibition on conflicted targets.** Targets that explicitly reward disadvantaging clients (e.g., minimizing payouts, maximizing slippage against clients) are prohibited.

13. Gifts, Entertainment and Hospitality

13.1 General rule. Gifts and entertainment must not:

- (a) influence, or appear to influence, a business decision;
- (b) create an obligation or expectation;
- © compromise independence;
- (d) impair professional judgment; or

create a material conflict under applicable FSC Conduct of Business Rules or the Financial Crimes Commission Act 2023.

Cash and cash equivalents (including vouchers, prepaid cards, digital wallets, or instruments readily convertible to cash) are strictly prohibited regardless of value.

13.2 Monetary thresholds and approvals. To ensure compliance with applicable Mauritian law and the Company's Anti-Bribery & Corruption Policy, the following thresholds apply per single item or event:

- (a) De Minimis (No Prior Approval Required): Gifts or hospitality not exceeding MUR 2,500 per item/event may be accepted or offered without prior written approval, provided that the benefit is reasonable, proportionate, infrequent, not linked to a

specific commercial outcome, and recorded promptly in the Gifts & Hospitality Register.

(b) Approval Required: Gifts or hospitality between MUR 2,500 and MUR 10,000 require prior written approval from Compliance before acceptance or offering. Approval shall only be granted where the benefit is demonstrably consistent with legitimate business courtesies and does not create undue influence.

Prohibited Threshold: Gifts or hospitality exceeding MUR 10,000 are strictly prohibited unless, in exceptional circumstances, a documented and justified exception is approved by Senior Management following Compliance review. Such approval must be rare, fully reasoned, and recorded in writing.

13.3 Frequency and cumulative limits (anti-structuring safeguards). To prevent circumvention of the above thresholds through repetitive low-value benefits:

(a) No Relevant Person shall accept or offer more than three (3) gifts or hospitality events from or to the same Source within a calendar quarter.

(b) The aggregate value of gifts or hospitality received from or provided to a single Source shall not exceed MUR 15,000 within any rolling twelve (12) month period.

© Artificial division or structuring of benefits to evade thresholds constitutes misconduct and shall be treated as at least a Category 2 conflict and may be escalated as Category 3 depending on intent and impact.

13.4 Gifts register. All gifts and hospitality must be recorded in a Gifts & Hospitality Register including date, value estimate (in MUR), counterparty/Source, purpose, approval reference (where applicable), and cumulative total per Source. Compliance shall periodically review the Register to detect pattern risk, structuring behavior, or emerging conflicts.

13.5 Alignment with Anti-Bribery & Corruption Policy. The thresholds, cumulative caps and prohibitions in this Section operate in conjunction with the Company's Anti-Bribery & Corruption Policy. Where stricter standards apply under that Policy, the stricter standard shall prevail.

14. Outside Business Interests, Related Parties and Self-Dealing

14.1 Relevant Persons must disclose:

(a) directorships, shareholdings, outside employment;

- (b) close relationships with counterparties, vendors, IBs, large clients;
- (c) any situation likely to create a perceived or actual conflict.

14.2 The Company may require:

- (a) recusal from decisions;
- (b) reallocation of duties;
- (c) termination of external interests;
- (d) termination of employment/relationship where required.

14.3 **Related party transactions.** Any related-party transaction is presumed Material and must be:

- (a) disclosed to Compliance;
- (b) approved by the Board;
- (c) recorded with rationale and fairness assessment.

15. Personal Account Dealing (PAD) and Employee Trading

15.1 **Principle.** PAD is a high-risk area due to potential misuse of Restricted Information and conflicts with Client outcomes.

15.2 **Mandatory requirements.** Relevant Persons shall:

- (a) declare all trading accounts and beneficial interests;
- (b) obtain pre-approval for personal trades (where required by procedure);
- (c) comply with restricted lists and blackout periods;
- (d) authorize monitoring and provide statements upon request;
- (e) not trade in a manner that conflicts with obligations to Clients or Company duties.

15.3 **Prohibitions.** Relevant Persons shall not:

- (a) front-run client orders;
- (b) trade on inside or Restricted Information;
- (c) influence execution outcomes for personal benefit.

15.4 **Breach.** PAD breaches are presumed Material and may be Prohibited depending on facts, with disciplinary action up to termination and regulatory reporting.

16. Disclosure to Clients and Informed Consent Framework

16.1 **When disclosure is required.** The Company shall make a specific disclosure where:

- (a) a Material Conflict remains after controls; and
- (b) the Client would reasonably need the information to make an informed decision.

18.1.1 Retention Period. Records under this Policy shall be retained for at least seven (7) years (or longer where required by applicable law, regulation, licence conditions, or in anticipation of litigation, regulatory inquiries, audits, or investigations).

18.1.2 Registers. At a minimum, the Company shall maintain (i) a Conflict of Interest Register; (ii) a Gifts & Hospitality Register; (iii) a Personal Account Dealing Register (where applicable); and (iv) Outsourcing / Third-Party Conflict assessments, each with clear ownership and periodic review cadence.

18.1.3 Evidence Standards. Where conflicts relate to execution or client detriment, records shall include the underlying evidence (e.g., price feeds, logs, screenshots, call recordings where lawful, emails, and investigation notes) sufficient to defend the Company's position in internal escalation, dispute resolution, or regulatory review.

16.2 **Disclosure standard.** A disclosure must be:

- (a) clear, fair, not misleading;
- (b) specific enough to explain nature, source, and potential impact;
- (c) delivered in a Durable Medium;
- (d) issued prior to providing the service or at the earliest opportunity where timing does not permit.

16.3 **Consent standard.** Where consent is required/appropriate:

- (a) it must be conflict-specific;
- (b) it must be recorded;
- (c) it does not permit Prohibited Conflicts;
- (d) it does not waive Client rights or reduce Company duties.

16.4 **Company discretion preserved.** The Company may decline to proceed notwithstanding disclosure/consent where proceeding would breach duties or exceed risk appetite.

17. Declining to Act, Unwinding and Client Protection Measures

17.1 The Company may decline, suspend, unwind, or terminate services where:

- (a) a conflict is Prohibited;
- (b) controls are ineffective or compromised;

- (c) Client harm is reasonably foreseeable;
- (d) regulatory compliance may be endangered.

17.2 Where practicable, the Company shall:

- (a) provide appropriate notice;
- (b) execute protective steps to minimize Client detriment;
- (c) document decision-making and evidence.

18. Conflicts of Interest Register, Records and Retention

18.1 Mandatory register. Compliance shall maintain a Conflicts Register including:

- (a) description and category;
- (b) affected clients/parties;
- © business area and owner;
- (d) risk assessment and rationale;
- € controls applied;
- (f) disclosure made;
- (g) consent evidence (if applicable);
- (h) outcome/resolution;
- (i) review date and testing results.

18.2 Retention. Records shall be retained for the duration of the business relationship and at least seven (7) years thereafter (or longer if required by law, audit, dispute, or instruction).

18.3 Litigation hold. Where a dispute is anticipated, relevant records must be preserved until released by Compliance/Legal.

19. Breaches, Disciplinary Sanctions and Regulatory Notification

19.1 Zero-tolerance expectations. Non-compliance may constitute misconduct.

19.2 Sanctions. Breaches may result in warning, retraining, removal from duties, suspension, termination, civil recovery, and regulatory reporting where required.

19.3 Mandatory breach reporting. Any person must report suspected breaches to Compliance. Failure to report may itself be treated as misconduct.

19.4 Regulatory notification. The Company shall assess whether notification to the FSC or other relevant authority is required, considering seriousness, client detriment, systemic implications, or breaches of monetary thresholds and anti-structuring safeguards contained in this Policy..

20. Training, Attestation and Monitoring

20.1 **Training.** All Relevant Persons must receive training:

- (a) at induction;
- (b) at least annually;
- (c) upon material policy or business model changes.

20.2 **Attestation.** Relevant Persons shall attest annually that they:

- (a) understand and will comply;
- (b) have disclosed conflicts/outside interests;
- (c) have complied with PAD requirements.

20.3 **Testing.** Compliance shall conduct periodic testing of:

- (a) inducements and IB payments;
- (b) PAD declarations;
- (c) execution quality analytics;
- (d) complaints and dispute patterns.

21. Review and Amendments

21.1 This Policy shall be reviewed at least annually and upon:

- (a) changes to execution model, product suite, or fees;
- (b) material complaints/disputes;
- (c) regulatory changes;
- (d) audit findings.

21.2 Amendments require:

- (a) Compliance review;
- (b) Board approval;
- (c) where required, regulatory acknowledgement/filing.

SCHEDULE A — CLIENT CONFLICTS DISCLOSURE (GENERAL DISCLOSURE)

This Schedule forms part of the Company's client documentation and is provided to Clients in a Durable Medium.

A1. General Statement. The Company has implemented organisational and administrative arrangements to identify and manage conflicts of interest. However, conflicts may arise in the ordinary course of providing services.

A2. Execution / Counterparty Conflicts. Depending on the execution model and product, the Company may:

- (a) act as principal/counterparty to your trades;
- (b) benefit from spreads, mark-ups, commissions, swaps, or other charges;
- (c) have an interest in risk management outcomes.

The Company maintains controls to manage these conflicts, including governance over pricing, execution monitoring, and segregation of responsibilities.

A3. Inducements and Third-Party Relationships. The Company (or its affiliates/IBs) may receive fees or other benefits from third parties relating to client introduction or trading activity. The Company maintains policies to ensure such arrangements do not impair fair treatment of clients.

A4. Remuneration Conflicts. Some employees or agents may be remunerated through variable compensation linked to performance. The Company maintains controls to reduce incentives that may conflict with Client interests.

A5. Personal Account Dealing. Employees may trade for their own account subject to strict controls and monitoring designed to prevent misuse of information and conflicts with Clients.

A6. Disclosure and Consent. Where the Company identifies a Material Conflict that cannot be adequately managed by controls alone, the Company may disclose the conflict to you and, where appropriate, seek your informed consent. Disclosure and consent do not reduce the Company's duties to act fairly and professionally.

A7. Right to Decline. The Company reserves the right to refuse to act where a conflict cannot be adequately managed or where proceeding would breach legal or regulatory obligations.