

CONFLICTS OF INTEREST COMPLIANCE POLICY

1. REGULATORY PRINCIPLES, GOVERNANCE STANDARDS, AND POLICY APPLICATION

1.1 Scope, Purpose, and Regulatory Objective

1.1.1 This Conflicts of Interest Disclosure and Management Policy (the “Policy”) establishes the governance principles, compliance standards, internal procedures, supervisory controls, and operational safeguards implemented by **CAPITAL NOMOS** (*the “Company,” “we,” “our,” or “us”*) for the purpose of identifying, preventing, managing, mitigating, disclosing, monitoring, and resolving actual, potential, perceived, or indirect conflicts of interest that may arise in connection with the Company’s business operations, Trading Platforms, commercial relationships, employees, officers, representatives, affiliates, service providers, introducing brokers, liquidity providers, agents, contractors, shareholders, or Clients.

1.1.2 This Policy forms an integral and supplementary component of the Company’s Conditions of Use and shall apply to all Clients, prospective Clients, employees, directors, affiliates, representatives, contractors, operational partners, third-party service providers, and any individual or entity interacting with the Company’s Services, Trading Platforms, systems, or operational infrastructure.

1.1.3 The Company recognizes that conflicts of interest may arise in circumstances where competing financial interests, operational incentives, compensation structures, commercial relationships, proprietary activities, referral arrangements, or access to confidential information may improperly influence professional judgment, decision-making processes, transactional conduct, or operational integrity.

1.1.4 The primary objectives of this Policy include:

- (a) promoting transparency, integrity, and fairness;
- (b) protecting the legitimate interests of Clients;
- (c) preserving market integrity and operational confidence;
- (d) maintaining regulatory compliance;

- (e) minimizing operational and reputational risk; and
- (f) preventing improper influence, misconduct, or unfair treatment arising from conflicting interests.

1.1.5 The Company shall undertake commercially reasonable efforts to identify and manage conflicts of interest in a manner consistent with applicable legal obligations, internal compliance standards, operational integrity requirements, and recognized industry practices within the financial services and online trading sectors.

1.1.6 By accessing, registering for, or utilizing the Company's Services, Trading Platforms, systems, applications, or operational infrastructure, the Client expressly acknowledges, understands, and accepts the provisions contained within this Policy.

1.2 Governance Framework and Internal Oversight

1.2.1 The Company may establish internal governance structures, compliance controls, supervisory procedures, risk management protocols, escalation procedures, reporting mechanisms, and operational safeguards intended to prevent, identify, monitor, assess, and mitigate conflicts of interest across all operational departments and business activities.

1.2.2 Responsibility for oversight of conflicts of interest management may be assigned to the Company's Compliance Department, Legal Department, Risk Management Division, senior management, internal governance committee, or any other authorized supervisory body designated by the Company.

1.2.3 The Company reserves the right to implement operational restrictions, structural controls, disclosure requirements, supervisory approvals, monitoring obligations, information barriers, or internal reviews where deemed reasonably necessary to address actual or potential conflicts of interest.



1.2.4 All employees, representatives, affiliates, and authorized personnel shall remain subject to internal ethical standards, confidentiality obligations, compliance procedures, reporting duties, and operational conduct requirements established under this Policy.

1.2.5 The Company may periodically revise, supplement, strengthen, or expand its conflict management procedures in response to:

- (a) regulatory developments;
- (b) operational risks;
- (c) technological changes;
- (d) market conditions;
- (e) internal audits;
- (f) compliance reviews; or
- (g) evolving industry practices.

2. IDENTIFICATION, DISCLOSURE, AND REPORTING OF CONFLICTS OF INTEREST

2.1 Identification of Actual and Potential Conflicts

2.1.1 The Company may continuously monitor operational activities, transactional behavior, employee conduct, compensation structures, affiliate relationships, referral arrangements, third-party interactions, and commercial activities for purposes of identifying circumstances capable of giving rise to actual, potential, perceived, or indirect conflicts of interest.

2.1.2 Circumstances potentially constituting conflicts of interest may include, without limitation:

- (a) situations where the Company or its personnel may realize financial gain or avoid financial loss at the expense of a Client;
- (b) circumstances where one Client may receive preferential treatment over another Client;
- (c) instances involving compensation arrangements, rebates, commissions, referral incentives, or remuneration structures capable of improperly influencing business conduct or trading activity;
- (d) situations involving access to confidential, proprietary, non-public, or commercially sensitive information;
- (e) relationships between affiliated entities, liquidity providers, introducing brokers, or

operational partners that may impair impartiality;

(f) personal interests of employees or representatives that may conflict with professional obligations owed to Clients;

(g) proprietary trading activities that may conflict with Client interests; or

(h) any arrangement reasonably capable of impairing objective judgment, operational fairness, or regulatory compliance.

2.1.3 The Company may maintain internal records documenting identified conflicts of interest, mitigation measures implemented, disclosure actions taken, supervisory reviews conducted, and operational decisions relating to conflict management activities.

2.2 Client Reporting and Notification Obligations

2.2.1 Clients who become aware of, identify, reasonably suspect, or believe that an actual or potential conflict of interest exists are encouraged to notify the Company promptly through officially designated communication channels.

2.2.2 Reports submitted by Clients should, where reasonably possible, include:

(a) the full legal name of the reporting individual or entity;

(b) account identification details;

(c) transaction references;

(d) registered contact information;

(e) supporting documentation;

(f) relevant dates and circumstances; and

(g) a detailed explanation of the suspected conflict or operational concern.

2.2.3 The Company reserves the right to request supplementary information, documentation, clarifications, declarations, or evidence reasonably necessary to facilitate impartial review, assessment, investigation, or resolution of reported concerns.

2.2.4 Reports determined, following reasonable assessment, to be knowingly false, malicious, abusive, frivolous, speculative, defamatory, or submitted in bad faith may be rejected, discontinued, restricted, or referred for further action where appropriate.

2.2.5 The Company shall not be obligated to disclose confidential internal procedures, proprietary operational information, compliance methodologies, investigative techniques, cybersecurity systems, or commercially sensitive information during any review or investigation process.

3. CONFLICT MITIGATION, OPERATIONAL CONTROLS, AND RESOLUTION PROCEDURES

3.1 Conflict Mitigation Measures and Internal Safeguards

3.1.1 Where an actual, potential, or perceived conflict of interest is identified, the Company may implement such remedial, supervisory, operational, compliance, or corrective measures as it reasonably deems appropriate based upon:

- (a) the severity of the conflict;
- (b) the operational impact involved;
- (c) legal or regulatory obligations;
- (d) cybersecurity considerations;
- (e) market integrity concerns; and
- (f) risk management requirements.

3.1.2 Mitigation measures implemented by the Company may include:

- (a) disclosure of relevant information;
- (b) transaction restrictions;
- (c) order cancellation or amendment;
- (d) account limitations;
- (e) enhanced supervision;
- (f) reassignment of responsibilities;
- (g) segregation of duties;
- (h) suspension of operational activities;
- (i) implementation of internal information barriers;
- (j) escalation to senior management; or
- (k) termination of specific business relationships or activities.

3.1.3 The Company may establish physical, electronic, operational, procedural, and informational segregation mechanisms commonly referred to as “Chinese Walls” for purposes of restricting unauthorized access to confidential, proprietary, sensitive, or operationally restricted information.

3.1.4 The Company may prohibit compensation structures, performance incentives, remuneration arrangements, referral schemes, or commercial practices reasonably capable of encouraging conduct detrimental to Clients or inconsistent with regulatory standards.

3.1.5 Internal controls implemented by the Company may include:

- (a) monitoring of employee activities;
- (b) restricted access protocols;
- (c) transaction surveillance;
- (d) supervisory approvals;
- (e) operational separation of departments;
- (f) compliance oversight;
- (g) internal reporting obligations; and
- (h) periodic risk assessments.

3.1.6 All material conflict management decisions, mitigation actions, disclosures, and operational determinations may be documented and retained by the Company for compliance, legal, operational, audit, cybersecurity, or regulatory purposes.

3.2 Disclosure and Resolution of Conflicts

3.2.1 Where deemed appropriate, necessary, or legally required, the Company may disclose the general nature or source of conflicts of interest to affected Clients prior to conducting relevant business activities or transactions.

3.2.2 Any disclosure issued under this Policy shall be made in a manner reasonably intended to enable the affected Client to make informed decisions regarding continued engagement with the Company’s Services.

3.2.3 The Company reserves the right to decline, restrict, suspend, delay, or terminate activities, transactions, or relationships where conflicts of interest cannot be adequately mitigated, managed, or resolved through commercially reasonable measures.

3.2.4 Where multiple Clients are affected by a conflict situation, the Company may disclose limited factual information reasonably necessary to facilitate fair treatment and equitable resolution, subject always to confidentiality obligations, operational restrictions, legal requirements, and data protection laws.

4. CLIENT RESPONSIBILITIES, CONDUCT REQUIREMENTS, AND COMPANY DISCRETION

4.1 Client Conduct and Cooperation Obligations

4.1.1 Clients shall cooperate fully, honestly, and in good faith with the Company during any investigation, review, assessment, supervisory inquiry, compliance evaluation, or dispute resolution process relating to actual or suspected conflicts of interest.

4.1.2 Clients shall refrain from:

- (a) abusive conduct;
- (b) intimidation;
- (c) coercion;
- (d) harassment;
- (e) threats;
- (f) defamatory conduct;
- (g) dissemination of false allegations; or
- (h) interference with operational review procedures involving the Company, its personnel, representatives, or affiliates.

4.1.3 The Company reserves the right to restrict, suspend, terminate, or otherwise limit access to Services where Client conduct is determined to be abusive, disruptive, unlawful, malicious, threatening, manipulative, or inconsistent with operational integrity or regulatory compliance obligations.

4.1.4 Clients acknowledge that the Company does not undertake fiduciary, advisory, investment management, legal advisory, tax advisory, or dispute mediation obligations unless expressly required under applicable law or separately agreed in writing.

4.2 Company Authority and Resolution Timelines

4.2.1 The Company may determine, in its sole and reasonable discretion, the procedures, methodologies, controls, investigative measures, operational restrictions, supervisory actions, or corrective steps appropriate for managing specific conflict situations.

4.2.2 The Company may endeavor to review bona fide conflict reports within commercially reasonable timeframes, although resolution periods may vary depending upon:

- (a) complexity;
- (b) jurisdictional issues;
- (c) cross-border considerations;
- (d) regulatory involvement;
- (e) document availability;
- (f) cybersecurity concerns; or
- (g) operational requirements.

4.2.3 Nothing contained within this Policy shall obligate the Company to resolve disputes in favor of any specific Client, nor shall this Policy restrict the Company's right to take lawful operational, contractual, regulatory, or enforcement actions deemed reasonably necessary.

5. INDEPENDENT REVIEW, COMPLIANCE MONITORING, AND POLICY ENFORCEMENT

5.1 Internal Review and Audit Procedures

5.1.1 The Company may periodically conduct internal compliance assessments, operational reviews, governance evaluations, supervisory inspections, monitoring activities, and risk assessments intended to evaluate the adequacy, effectiveness, consistency, and regulatory alignment of its conflicts management framework.

5.1.2 Such reviews may evaluate:

- (a) conflict identification procedures;
- (b) mitigation controls;
- (c) supervisory practices;
- (d) segregation measures;
- (e) disclosure processes;
- (f) employee conduct standards;
- (g) operational safeguards; and
- (h) regulatory compliance procedures.

5.1.3 The Company may appoint independent auditors, legal consultants, compliance specialists, governance professionals, or external advisors to review the effectiveness of its conflict management framework where deemed reasonably necessary.

5.1.4 Findings, recommendations, deficiencies, vulnerabilities, or operational concerns identified during internal or external reviews may result in:

- (a) policy amendments;
- (b) procedural reforms;
- (c) enhanced monitoring;
- (d) disciplinary measures;
- (e) operational restructuring; or
- (f) implementation of additional controls.

5.1.5 Material deficiencies identified during reviews may be documented, prioritized according to risk exposure, escalated internally where appropriate, and addressed within commercially reasonable timeframes.

6. AMENDMENTS, LEGAL EFFECT, AND POLICY INTERPRETATION

6.1 Amendments and Continuing Acceptance

6.1.1 The Company reserves the unrestricted right to amend, revise, supplement, replace, suspend, withdraw, or otherwise modify this Policy at any time where reasonably necessary for:

- (a) legal compliance;
- (b) regulatory obligations;
- (c) operational requirements;
- (d) cybersecurity considerations;
- (e) governance improvements;
- (f) commercial purposes; or
- (g) risk management objectives.

6.1.2 Any amendment or revision to this Policy shall become effective immediately upon publication through the Company's official Website, Client portal, Trading Platform, or other authorized communication channels unless otherwise specified.

6.1.3 Continued access to or use of the Company's Services following publication of amendments shall constitute acknowledgment and acceptance of the revised provisions.

6.2 Binding Nature and Interpretation

6.2.1 This Policy constitutes a legally binding supplementary document to the Company's Conditions of Use and shall be interpreted consistently with applicable laws, regulatory obligations, operational requirements, and recognized industry standards.

6.2.2 In the event of inconsistency between this Policy and other Company policies, the interpretation most consistent with:

- (a) regulatory compliance;
- (b) operational integrity;
- (c) risk mitigation;
- (d) market protection; and
- (e) lawful business administration

shall prevail, unless otherwise required under applicable law.

6.2.3 If any provision of this Policy is determined to be invalid, unlawful, or unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted by applicable law.



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