

A wooden gavel is positioned diagonally across the frame, resting on a dark, textured surface. The gavel's head is at the top right, and its handle extends towards the bottom left. The background is a solid dark blue-grey color.

**XPOKEN**

# **Conflict of Interests Policy**

# 1. Introduction

1.1. For record-keeping purposes, we maintain an accurate log of types of services and activities carried out by the Company and the Client. These records shall be used by the Company as a reference when a conflict of interest has arisen. We reserve the right to reject or cancel any request to provide these records to any Client or user.

1.2. The terms of this Conflict of Interests apply to all parties involved in our Terms and Conditions, where conflicts may arise between or among the Clients and between the Client and the Company, including its workforce. Any party with conflicting interests related to our Terms and Conditions must comply with the conflict resolution procedures and must be sent to our email subject to our approval if such conflict is relevant to the Terms and Conditions of Xpoken.com.

## 2. Identifying Conflict of Interests

2.1. We reserve the right to reject or cancel any appearing conflict of interest with probable cause without the obligation to disclose the reason, particularly if the conflict may potentially prompt further conflict.

2.2. If we identify or discover a conflict of interest, we may take the relevant actions to resolve such conflict, which may result in holding any ongoing activity in your trading account. We may notify you of such conflict to allow you to act and resolve it with the relevant party involved. Some conflicts may be identified when without limitation:

- The Company makes a financial profit or prevents losses at the expense of your interest.
- The Company takes an interest in the result of an order, trade, or service differently from yours.
- We receive information from a third party that our services or products are being sold or given by a Client without our consent.

2.3. When the measures we take to manage conflict of interests are not sufficient to ensure, with reasonable confidence, that the risk of damage client's interest will be prevented, we will disclose the Conflict of Interest in order to prevent a risk of damage to the Client's interest. Prior to carrying out a transaction or providing an investment or an ancillary service, we may, without the obligation, disclose any actual or potential conflict of interest.

## 3. Conflict Resolution

3.1. You acknowledge that conflicts are assessed within 30 business days, but the resolution of conflicts does not have a definite period and shall depend on the circumstance.

3.2. Although we assess conflicts constructively, you agree that the resolution of conflicts requires effort from both ends. We are not obligated to advise any party during the circumstance, where you understand and agree that you will not publicize or disclose any form of statement about the conflict before its resolution, regardless of the case. Supposed threats or any form of blackmail to our workforce will lead to legal actions and restriction or termination of our services.



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