



**commerce**  
*wealth*



# CONFLICT OF INTERESTS POLICY

# 1. Identifying Conflict of Interest

1.1. The terms of this Conflict of Interests are applicable to all parties involved in the Terms and Conditions of the Company. Conflicts may arise between and among the Client, the Company, and its workforce, including its employees and representatives.

1.2. If any of the parties intends to submit any concern or issue in relation to the interest that conflicts with the Terms and Conditions of the Company, he/she must comply with the procedures accordingly. The Client acknowledges that the submitted or filed issue will be subject to the approval of the Company and shall be assessed if it is in connection with the Terms and Conditions.

1.3. The Client must include the following information upon his/her submission of the issue or concern which he/she can send in writing to [assistant@commercewealth.com](mailto:assistant@commercewealth.com): Full Name, Account Number, Email, and Significant details of the conflict. The Company may collect additional information from the Client as necessary and if required to resolve the conflict.

1.4. If the Company identifies or discovers any conflict of interests, the Company may take the necessary actions to resolve the conflict. Regardless of the conflict that may occur, the Company may still reject or cancel any conflict of interests with reasonable grounds, especially if such conflict has the potential to spur further conflicts.

1.5. The Company may stop any ongoing activity in the Client's trading account upon assessment and acceptance of the conflict. If any conflict arises between or among the parties involved in the Agreement of terms and conditions, the Company may disclose such conflict and allow the Client to act.

1.6. Some occurrences may lead to conflict of interests between or among the Clients and the Company. Such cause may occur if, without limitation:

- The Company makes a financial profit or prevents losses at the expense of the Client's interest
- The Company takes interest in the result of an order, trade, or service that is different from the interest of the Client
- If the Company receives information from a third party that its services are being provided or sold to him/her by a Client without the authorization of the Company

## 2. Conflict Resolution

2.1. Conflict of interests will be assessed and evaluated up to seven (7) business days, while resolution of such conflict does not have a definite period of resolving and may depend on the type of conflict.

2.2. While conflicts will be evaluated constructively by the Company, the Client acknowledges that the resolution of any conflict will require efforts from both parties.

2.3. While the Company is not obligated to advise the Client during such matters, the Client acknowledges that he/she must not publish or disclose any form of statement regarding his/her dispute or complaint before such matter has been assessed by the Company.

2.4. The Client agrees that he/she will not threat or blackmail the Company and any of its workforce in any way regardless of the matter that arises. Any supposed threat or blackmail to the Company will lead to legal actions and restriction, cancellation, or termination of access or service.

