RIT Gestion

Conflict Management and Ethical Standards Policy

CHAPTER I: GENERAL PROVISIONS

ARTICLE 1: PURPOSE AND APPLICATION

1.1 This Conflict Management and Ethical Standards Policy (the **"Policy"**) establishes the principles, controls, and procedures adopted by **RIT Gestion** (the **"Company," "we," "our," or "us"**) to identify, assess, prevent, manage, disclose, and mitigate actual, potential, perceived, or indirect conflicts of interest arising from the Company's business activities and relationships.

1.2 This Policy applies to Clients, prospective Clients, directors, officers, employees, representatives, affiliates, contractors, introducing brokers, liquidity providers, agents, operational partners, service providers, and other persons or entities involved in the Company's Services, Trading Platforms, systems, or business activities.

1.3 A conflict of interest may arise where financial interests, compensation arrangements, commercial relationships, personal interests, access to confidential information, proprietary activities, or other circumstances could improperly influence judgment, decision-making, trading activity, or the fair treatment of Clients.

1.4 The Company's conflict management framework is intended to:

(a) promote integrity, transparency, and fair treatment;

(b) protect legitimate Client interests;

(c) support market and operational integrity;

(d) maintain compliance with applicable requirements;

(e) reduce operational and reputational risks; and

(f) prevent improper influence or conduct arising from competing interests.

1.5 The Company shall take commercially reasonable measures to identify and manage conflicts in accordance with applicable law, regulatory requirements, internal standards, and recognized industry practices.

1.6 Access to or continued use of the Company's Services constitutes the Client's acknowledgment of and agreement to this Policy.

ARTICLE 2: GOVERNANCE AND INTERNAL OVERSIGHT

2.1 The Company may maintain governance arrangements, compliance controls, reporting procedures, supervisory measures, risk controls, escalation processes, and other safeguards designed to manage conflicts across its business activities.

2.2 Responsibility for conflict oversight may be assigned to the Compliance Department, Legal Department, Risk Management function, senior management, an internal governance committee, or another authorized body designated by the Company.

2.3 The Company may introduce operational restrictions, supervisory approvals, disclosure requirements, information barriers, segregation measures, monitoring procedures, or internal reviews where reasonably necessary to address a conflict.

2.4 Employees, representatives, affiliates, and authorized personnel shall comply with applicable ethical standards, confidentiality obligations, reporting requirements, and internal conduct procedures.

2.5 The Company may review and strengthen its conflict management framework in response to regulatory developments, operational risks, technological changes, market conditions, audits, compliance reviews, or evolving industry practices.

CHAPTER II: IDENTIFICATION AND REPORTING

ARTICLE 3: CONFLICT IDENTIFICATION

3.1 The Company may monitor business activities, transactions, employee conduct, compensation arrangements, affiliate relationships, referral arrangements, third-party interactions, and other relevant activities to identify circumstances that may create actual, potential, perceived, or indirect conflicts.

3.2 Circumstances that may constitute a conflict include, without limitation:

(a) circumstances where the Company or its personnel may obtain a financial benefit or avoid a loss at a Client's expense;

(b) preferential treatment of one Client over another;

(c) commissions, rebates, referral payments, incentives, or remuneration structures that may improperly influence conduct;

(d) access to confidential, proprietary, non-public, or commercially sensitive information;

(e) relationships involving affiliates, liquidity providers, introducing brokers, or other operational partners that may affect impartiality;

(f) personal interests of employees or representatives that conflict with their professional responsibilities;

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

(h) any other arrangement capable of impairing objective judgment, fair treatment, or regulatory compliance.

3.3 The Company may maintain internal records of identified conflicts, assessments performed, mitigation measures, disclosures, supervisory decisions, and other relevant conflict management activities.

ARTICLE 4: CLIENT REPORTING AND INFORMATION REQUIREMENTS

4.1 A Client who identifies or reasonably suspects an actual or potential conflict of interest may report the matter promptly through the Company's designated communication channels.

4.2 Where reasonably available, a report should include:

(a) the reporting person's legal name and account details;

(b) relevant transaction references;

(c) registered contact information;

(d) supporting documents;

(e) relevant dates and circumstances; and

(f) a description of the suspected conflict.

4.3 The Company may request additional information, documentation, explanations, declarations, or other evidence reasonably required to assess and investigate a reported concern.

4.4 Reports that are knowingly false, malicious, abusive, frivolous, defamatory, or submitted in bad faith may be rejected, discontinued, restricted, or referred for appropriate action.

4.5 The Company is not required to disclose confidential internal procedures, proprietary systems, investigative methods, cybersecurity measures, compliance methodologies, or commercially sensitive information during a review.

CHAPTER III: CONFLICT CONTROLS AND RESOLUTION

ARTICLE 5: MITIGATION AND CONTROL MEASURES

5.1 Where a conflict is identified, the Company may apply measures appropriate to the nature and severity of the circumstances, taking into account legal and regulatory requirements, operational impact, cybersecurity, market integrity, and risk considerations.

5.2 Measures 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 activities;

(i) information barriers;

(j) escalation to senior management; or

(k) termination of a specific business relationship or activity.

5.3 The Company may establish physical, electronic, procedural, or informational barriers, commonly referred to as **"Chinese Walls,"** to restrict unauthorized access to confidential, proprietary, sensitive, or restricted information.

5.4 The Company may restrict or prohibit compensation arrangements, referral schemes, performance incentives, or other commercial practices where they could reasonably encourage conduct detrimental to Clients or inconsistent with applicable requirements.

5.5 Internal safeguards may include employee monitoring, restricted access, transaction surveillance, supervisory approvals, departmental separation, compliance oversight, internal reporting, and periodic risk assessments.

5.6 Material conflict management decisions, mitigation measures, disclosures, and related determinations may be documented and retained for legal, regulatory, audit, compliance, cybersecurity, or operational purposes.

ARTICLE 6: DISCLOSURE AND RESOLUTION

6.1 Where appropriate, necessary, or legally required, the Company may disclose the general nature or source of a conflict to affected Clients before conducting the relevant activity or transaction.

6.2 Such disclosure shall be made in a manner reasonably intended to provide the affected Client with sufficient information to make an informed decision regarding continued use of the relevant Service.

6.3 Where a conflict cannot reasonably be managed or mitigated, the Company may decline, restrict, suspend, delay, or terminate the relevant transaction, activity, or business relationship.

6.4 Where several Clients are affected by the same conflict, the Company may take measures designed to promote fair and equitable treatment, subject to confidentiality, data protection, legal, and regulatory requirements.

6.5 The Company may, where appropriate, seek to resolve conflicts through internal review, supervisory escalation, reassignment of responsibilities, additional controls, disclosure, or other reasonable corrective measures.

CHAPTER IV: ETHICAL CONDUCT AND CLIENT RESPONSIBILITIES

ARTICLE 7: CLIENT COOPERATION AND CONDUCT

7.1 Clients shall cooperate honestly and in good faith with any investigation, review, compliance assessment, supervisory inquiry, or dispute-resolution process concerning an actual or suspected conflict.

7.2 Clients shall not engage in abusive, threatening, coercive, harassing, defamatory, fraudulent, or intentionally misleading conduct toward the Company, its personnel, representatives, affiliates, or service providers.

7.3 The Company may restrict, suspend, terminate, or otherwise limit access to its Services where Client conduct is unlawful, malicious, threatening, disruptive, manipulative, or inconsistent with operational integrity or regulatory requirements.

7.4 Nothing in this Policy creates a fiduciary, investment advisory, legal advisory, tax advisory, portfolio management, or dispute mediation relationship unless expressly established under applicable law or a separate written agreement.

ARTICLE 8: COMPANY AUTHORITY AND REVIEW PROCESS

8.1 The Company may determine the reasonable procedures, controls, investigative measures, supervisory actions, and corrective steps required to manage a particular conflict, subject to applicable law and regulatory requirements.

8.2 The Company may seek to review bona fide conflict reports within commercially reasonable periods. The time required may depend on the complexity of the matter, jurisdictional considerations, regulatory involvement, document availability, cybersecurity concerns, and other operational requirements.

8.3 Nothing in this Policy requires the Company to determine a matter in favor of a particular Client or prevents the Company from taking lawful contractual, operational, regulatory, or enforcement action.

CHAPTER V: MONITORING AND COMPLIANCE REVIEW

ARTICLE 9: INTERNAL AUDIT AND ASSESSMENT

9.1 The Company may periodically conduct compliance assessments, operational reviews, governance evaluations, monitoring activities, and risk assessments to evaluate the effectiveness and continued suitability of its conflict management framework.

9.2 Reviews may consider:

(a) conflict identification;

(b) mitigation controls;

(c) supervisory practices;

(d) segregation arrangements;

(e) disclosure procedures;

(f) employee conduct;

(g) operational safeguards; and

(h) regulatory compliance.

9.3 The Company may engage independent auditors, legal advisers, compliance specialists, governance professionals, or other external advisers where reasonably necessary to assess its conflict management arrangements.

9.4 Findings or deficiencies identified through internal or external reviews may result in policy amendments, procedural changes, enhanced monitoring, disciplinary measures, operational restructuring, or additional controls.

9.5 Material deficiencies may be documented, risk-ranked, escalated where appropriate, and addressed within commercially reasonable timeframes.

CHAPTER VI: FINAL PROVISIONS

ARTICLE 10: AMENDMENTS AND CONTINUING ACCEPTANCE

10.1 The Company may amend, revise, supplement, replace, suspend, withdraw, or otherwise modify this Policy where reasonably necessary for legal, regulatory, operational, cybersecurity, governance, commercial, or risk management purposes.

10.2 Unless otherwise stated, amendments shall become effective upon publication through the Company's Official Website, Client Portal, Trading Platform, or another authorized communication channel.

10.3 Continued access to or use of the Company's Services following publication of an amendment shall constitute acknowledgment and acceptance of the revised Policy.

ARTICLE 11: LEGAL EFFECT AND INTERPRETATION

11.1 This Policy forms a binding supplementary part of the Company's **Terms Governing Use of Services** and shall be interpreted consistently with applicable laws, regulatory obligations, operational requirements, and recognized industry standards.

11.2 Where this Policy conflicts with another Company policy, the relevant provisions shall be interpreted in a manner that best supports regulatory compliance, operational integrity, risk mitigation, market protection, and lawful business administration, unless applicable law requires otherwise.

11.3 Nothing in this Policy requires the Company to act contrary to applicable law, regulatory requirements, court orders, sanctions, or directions issued by a competent authority.

11.4 If any provision is determined to be invalid, unlawful, or unenforceable, the remaining provisions shall continue in effect to the fullest extent permitted by applicable law.

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