

Complaints Governance and Dispute Resolution Policy

This Complaints Governance and Dispute Resolution Policy (the “**Policy**”) establishes the formal governance framework through which the Company administers, investigates, and resolves complaints submitted by Clients in connection with the Company’s products, services, platforms, or conduct of its representatives. This Policy forms an integral component of the Company’s compliance architecture and reflects its commitment to accountability, procedural fairness, and adherence to applicable regulatory standards.

ARTICLE 1: OBJECTIVE, APPLICATION, AND INTERPRETATION

1.1. This Policy applies to all Clients who access, utilize, or maintain an account with the Company and governs the handling of complaints arising directly from the Company’s contractual duties, operational processes, or regulatory obligations.

1.2. Acceptance of the Company’s Terms and Conditions constitutes acknowledgment and binding acceptance of this Policy, which shall apply across all service lines, including trading services, account administration, payments, and client communications.

1.3. For clarity, this Policy excludes informal inquiries, requests for information, general feedback, or matters unrelated to the Company’s direct actions or contractual responsibilities.

ARTICLE 2: COMPLAINT SUBMISSION AND INTAKE REQUIREMENTS

2.1. Any Client seeking to lodge a formal complaint must submit such complaint exclusively through the Company’s official email address: legal@bronetix.com.

2.2. Each complaint must include accurate identifying information, including the Client’s registered name, account reference, verified contact details, and a clear, factual account of the issue, supported by relevant

documentation where available.

2.3. Where a complaint concerns financial transactions, execution outcomes, or account balances, the Client must provide verifiable records such as trade confirmations, payment receipts, or bank statements. Review timelines may be suspended pending receipt of required evidence.

2.4. Upon validation, each complaint shall be formally recorded within the Company's complaint management system and assigned a unique reference number for auditability and correspondence.

2.5. Submissions made anonymously, through unauthorized channels, or lacking sufficient detail may be declined unless regulatory obligations require further assessment.

ARTICLE 3: INVESTIGATION PROCESS AND RESPONSE STANDARDS

3.1. All complaints shall be reviewed through a structured internal process conducted by personnel independent of the operational unit implicated in the complaint, ensuring impartiality and procedural integrity.

3.2. The Company will endeavor to issue a reasoned determination within thirty (30) business days following acknowledgment. Where additional time is required due to complexity, external dependencies, or legal review, the Client shall be informed accordingly.

3.3. Interim communications may be issued where appropriate to confirm progress. Upon conclusion, the Company shall provide a written outcome outlining findings, corrective measures (if any), or grounds for dismissal.

3.4. Complaints arising from Client misuse of services, breach of contractual obligations, market risk exposure, or failure to follow platform instructions may be dismissed without further action.

ARTICLE 4: CLIENT DUTIES AND CONDUCT DURING REVIEW

4.1. Clients are required to cooperate in good faith throughout the investigation, including timely responses to information requests and adherence to respectful communication standards.

4.2. Any conduct involving threats, harassment, defamation, or intimidation of Company personnel shall constitute a material breach of the Terms and Conditions and may result in immediate service suspension or legal action.

4.3. Clients shall refrain from public dissemination of allegations or commentary relating to an unresolved complaint. Unauthorized disclosure may result in enforcement action under confidentiality and reputational harm provisions.

ARTICLE 5: CONFIDENTIALITY, EVIDENCE, AND FINALITY

5.1. All complaints, supporting materials, internal analyses, and correspondence shall be treated as confidential and accessed solely by authorized personnel.

5.2. The Company's written determination shall be final and binding, subject only to rights afforded under applicable law. Upon request, the Company may provide a concise explanation of its reasoning.

5.3. In matters involving technical, execution, or trading disputes, the Company may rely on platform logs, system records, pricing data, or third-party confirmations, which shall constitute primary evidentiary material unless demonstrably inaccurate.

ARTICLE 6: ESCALATION AND EXTERNAL DISPUTE RESOLUTION

6.1. Where internal resolution does not satisfy the Client, the matter may be escalated to mediation or arbitration, subject to mutual agreement and applicable jurisdictional rules.

6.2. Any external dispute resolution shall be governed by the laws and procedural rules applicable to the Company's principal place of business, unless superseded by mandatory regulatory provisions.

6.3. The Company shall cooperate in good faith with any agreed dispute resolution mechanism while reserving all contractual and legal rights.

ARTICLE 7: RECORDKEEPING, MONITORING, AND REGULATORY OVERSIGHT

7.1. Records of complaints, investigations, and outcomes shall be retained for a minimum period of five (5) years, or longer where required by law or regulatory authority.

7.2. Aggregated complaint data shall be periodically reviewed by the Compliance function to identify systemic issues, operational deficiencies, or trends requiring remediation.

7.3. Summary data or records may be disclosed to regulators or auditors upon lawful request, subject to confidentiality and data protection obligations.



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Trades executed but not reflected in the account
Unauthorized or unapproved transactions
Modifications to executed orders
Positions closed incorrectly or left open

Failure to report promptly may result in the Client assuming full responsibility for any losses or damages incurred.

Article 1.4: Cooperation and Confidentiality Obligations

Clients are required to fully cooperate during complaint resolution and maintain confidentiality regarding the matter until resolution is finalized. Threatening or harassing Company personnel is strictly prohibited and may lead to legal action, account suspension, or termination of services.

Article 1.5: Claims Management and Non-Disclosure

All claims must be directed exclusively to the Company via the registered email address. Clients must maintain confidentiality regarding claims until a final determination is issued. Breaches of non-disclosure obligations may result in reputational or legal liability.

Article 1.6: Trade-Related Dispute Considerations

While not obligated, the Company may, at its discretion, consider measures to minimize exposure in trade-related disputes. Final determination regarding dispute resolution remains at the Company's sole discretion.

Article 1.7: Resolution and Corrective Action



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Upon completing the review, the Company will provide a final resolution. If the complaint is upheld, corrective actions will be implemented. If the complaint is not upheld, the Client will be informed of the outcome and the rationale for the decision.

Article 1.8: Interim Response and Escalation

For complex matters requiring extended investigation, an interim response will be issued to communicate progress. Senior management may engage directly with the Client to facilitate resolution. Clients will be kept informed of developments throughout the investigation period.

Article 1.9: Escalation to Regulatory Authorities

Clients may escalate unresolved complaints to applicable regulatory bodies, such as financial conduct authorities or investor protection schemes, after internal resolution efforts are exhausted.

Article 1.10: Recordkeeping and Reporting

All complaints and resolutions are documented and maintained in accordance with regulatory requirements to ensure auditability and transparency.

Article 1.11: Monitoring and Continuous Improvement

The Company regularly reviews complaint trends to identify process improvements and minimize recurring issues.

Article 1.12: Client Feedback Mechanism

Clients are encouraged to provide feedback on the complaint handling process to enhance service quality and operational efficiency.