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LEGAL DOCUMENTATION

COMPLAINTS HANDLING POLICY

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COMPLAINTS HANDLING POLICY

Client-facing procedure for submitting and resolving complaints.

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Registered company number	8428661-1
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Contracting entity	4XC (Seychelles) Ltd
Business/contact address	Office 3, Room B11, 1st Floor, Providence Complex, Providence, Mahé, Seychelles

- *Authorised and regulated by the Seychelles Financial Services Authority as a Securities Dealer.*
- *| complaints-sc@4xc.com | www.4xc.com/sc*

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1. PURPOSE AND SCOPE

1.1. This Complaints Handling Policy explains how 4XC (Seychelles) Ltd (the "Company", "we", "us" or "our") receives, investigates and responds to complaints from applicants, Clients, former Clients and other eligible financial consumers.

1.2. The Policy applies to complaints concerning the Company's products, Services, staff, representatives, communications, payments, Trading Platform, Account administration, execution, fees, complaint handling or other conduct for which the Company is responsible.

1.3. The Policy should be read with the Client Service Agreement. It does not limit a right or remedy available under law and does not require you to keep a position open while a complaint is investigated.

1.4. This Policy is issued under the Financial Consumer Protection Act, 2022 and the Financial Consumer Protection (Complaint Handling) Regulations, 2024 and is made available to the public and to new Clients when the relationship is established.

2. WHAT IS A COMPLAINT?

2.1. A complaint is an oral or written expression of dissatisfaction about the Company, its products, Services, staff, representatives or handling of an Account, where a response or remedy is expressly or reasonably expected.

2.2. A general request for information, technical support request, trading instruction or request for an explanation is not necessarily a complaint. If the communication expresses dissatisfaction or alleges harm, the Company will treat it as a complaint even if you do not use the word "complaint".

2.3. A complaint may relate to more than one issue. The Company may separate issues where this assists a fair and efficient investigation, while keeping a common complaint reference where appropriate.

3. HOW TO SUBMIT A COMPLAINT

3.1. You may submit a complaint through any of the following channels:

- **a.** Email: complaints-sc@4xc.com using the subject line “Formal Complaint”.
- **b.** Post or hand delivery: Complaints Handling Unit, 4XC (Seychelles) Ltd, Office 3, Room B11, 1st Floor, Providence Complex, Providence, Mahé, Seychelles.
- **c.** Got it Client portal, web form, live chat or another channel published on the Website.

3.2. A complaint may be made in English, Creole or French. Documents in another language should be accompanied by an English, Creole or French translation. The Company will provide reasonable assistance to enable a financial consumer to lodge a complaint and will avoid burdensome or unnecessary formalities.

3.3. Please submit the complaint promptly after the event. Delay does not automatically invalidate a complaint, but may affect the availability of evidence and the ability to remedy ongoing loss.

4. INFORMATION TO PROVIDE

4.1. To help the Company investigate, provide as much of the following as possible:

- **a.** full name, Account number and registered contact details;
- **b.** the date and time of the event;
- **c.** relevant order, trade, payment, ticket or transaction numbers;
- **d.** a clear description of what happened and why you are dissatisfied;
- **e.** the financial or other impact claimed;
- **f.** the outcome or remedy you seek;
- **g.** copies of relevant correspondence, the Client Service Agreement or other agreements, Account statements, screenshots, proof of payments or invoices, bank or payment evidence and other documents; and

h. whether another person is authorised to act for you.

4.2. The Company may request identity evidence or additional information needed to protect confidentiality, verify authority, reconstruct the events or comply with regulatory record requirements.

4.3. Do not send passwords, full card security codes or other unnecessary sensitive credentials. Redact information that is not relevant, unless the Company specifically requests it through a secure channel.

5. WHAT HAPPENS AFTER SUBMISSION

5.1. The complaint will be logged in the Company's complaints register and allocated a unique reference number.

5.2. Where feasible, the Company will begin investigating the complaint on the same day it is lodged.

5.3. The Company will identify the person responsible for the investigation. Where the complaint concerns that person or creates a conflict of interest, it will be reassigned to an appropriately independent officer.

5.4. The complaint officer may review Account records, platform and system logs, recordings, communications, pricing data, execution information, payment records, policies, staff explanations and information from relevant service providers or counterparties.

5.5. The Company may contact you for clarification or evidence. Please respond promptly. If information is not provided, the Company will decide the complaint on the material reasonably available.

5.6. The Company may take interim measures where appropriate, but submission of a complaint does not automatically suspend open positions, Margin requirements, market risk, payments, Account restrictions or lawful risk-management action.

6. ACKNOWLEDGEMENT AND RESPONSE TIMEFRAMES

TARGET TIMEFRAMES

Acknowledgement: within 2 Business Days. Written response: as soon as possible and in any event within 21 Business Days from the date the complaint is lodged. For a grossly complicated complaint, the Company may extend the period to no more than 90 Business Days and will notify the complainant in writing of the extension and response date.

6.1. The Company will acknowledge a complaint in writing within two Business Days after receipt, unless a final response is provided within that period.

6.2. The acknowledgement will state the complaint reference, responsible contact, information required from you and the expected response timeframe.

6.3. The Company will provide a written response as soon as possible and in any event within 21 Business Days from the date the complaint is lodged with the Company.

6.4. If a complaint is grossly complicated and cannot reasonably be determined within 21 Business Days, the Company may extend the timeframe to no more than 90 Business Days from the date it was lodged. Before the initial period expires, it will explain the reason, provide a progress update and state an expected final-response date.

6.5. The Company will notify the complainant in writing of the extension and the timeframe by which the response will be provided.

6.6. The Company will continue to manage the complaint and communicate material status updates. A request for further information does not remove the Company's obligation to comply with the applicable statutory timeframe.

7. INVESTIGATION AND FAIR TREATMENT

7.1. The Company will investigate impartially, consistently and proportionately, considering all relevant evidence and the Client Service Agreement, policies, Applicable Requirements and the circumstances at the relevant time.

7.2. The Company will distinguish between a poor trading outcome caused by market risk and loss caused by an error, breach or unfair treatment for which the Company is responsible.

7.3. Where a complaint identifies a wider or recurring issue, the Company may review other affected Accounts, systems, communications, staff training or controls and take remedial or preventive action.

7.4. The Company may settle a complaint without admitting legal liability. Any settlement terms will be confirmed in writing and may require acceptance before payment or another remedy is implemented.

8. FINAL RESPONSE AND AVAILABLE OUTCOMES

8.1. The final written response will:

- **a.** summarise the complaint and issues investigated;
- **b.** state the material facts and evidence considered;
- **c.** explain whether the complaint is upheld, partly upheld or not upheld;
- **d.** describe any remedy or corrective action;
- **e.** state any applicable remedy and the timeframe for you to confirm acceptance or non-acceptance of the proposed remedy; and
- **f.** explain how to refer the matter to the FSA where applicable.

8.2. Possible outcomes include an explanation, correction of Account records, cancellation or reconstruction of an erroneous entry where contractually and legally appropriate, refund of a fee, compensation for substantiated direct loss, service improvement, staff or control action, or rejection of the complaint with reasons.

8.3. The Company will not disclose confidential information about another Client, employee, service provider, internal risk model, suspicious-activity report, legal request or investigation where disclosure is prohibited or inappropriate.

8.4. The final written communication will be provided in Creole, English or French, as requested by the complainant, and will include the complainant's right to refer the matter to the FSA together with the FSA's telephone, email and postal contact details.

9. REFERRAL TO THE FSA

9.1. If you remain dissatisfied after receiving the Company's final response, or the Company has not responded within the maximum period permitted by Applicable Requirements, you may refer the matter to the Seychelles Financial Services Authority, subject to its eligibility and procedural requirements.

9.2. FSA contact details: Financial Services Authority, Bois de Rose Avenue, P.O. Box 991, Victoria, Mahé, Seychelles; email: complaints@fsaseychelles.sc; telephone: +248 438 0800; website: https://fsaseychelles.sc/complaint-handling.

9.3. You should normally provide the FSA with the complaint, the Company's final response, supporting documents and any information the FSA requests. Referral to the FSA does not prevent either party from exercising rights before a competent court, subject to law.

10. CONFIDENTIALITY, DATA AND RECORDS

10.1. Complaints will be handled confidentially, but information may be shared where necessary with relevant employees, group companies, service providers, counterparties, professional advisers, insurers, auditors, regulators, the FSA, FIU, law-enforcement bodies or courts.

10.2. Personal data will be processed in accordance with the Company's Privacy Policy and Applicable Requirements. The Company may use recordings, system logs and monitoring data to investigate and evidence a complaint.

10.3. The Company will maintain an accurate and current complaints register and retain the complaint, evidence, correspondence, decision and remedial action for at least seven years or any longer period required or permitted by law, regulatory direction, investigation or legal claim.

10.4. The Company will provide complaint-related information requested by the FSA within one Business Day from receipt of the request, as required by Applicable Requirements.

11. REPRESENTATIVES, VULNERABLE CONSUMERS AND ACCESSIBILITY

11.1. A complaint may be submitted by a duly authorised representative. The Company may require a power of attorney, proof of authority and identity documents before disclosing information or accepting settlement instructions.

11.2. The Company will take reasonable care where a consumer may be vulnerable because of health, disability, age, financial hardship, language, digital access, bereavement or other personal circumstances. You or your representative may tell the Company what assistance is needed.

11.3. Reasonable assistance may include a supported channel, additional explanation, adjusted communication format, use of an authorised representative or additional time to provide information, subject to security and legal requirements.

12. FRIVOLOUS OR VEXATIOUS COMPLAINTS

12.1. The Company may limit or discontinue investigation of a complaint that is demonstrably frivolous, has no serious purpose or value, repeats a matter already fully determined without new evidence, or is pursued primarily to harass or cause disproportionate disruption.

12.2. This classification will be used cautiously and will not be based merely on the complainant's tone, persistence, vulnerability, disagreement with the outcome or exercise of a lawful right. The Company will record and explain the decision where appropriate.

13. NO RETALIATION AND NO FEE

13.1. The Company will not charge a fee merely for submitting or investigating a complaint and will not discriminate against or penalise a person for making a complaint in good faith.

13.2. This does not prevent the Company from enforcing the Client Service Agreement, managing market or credit risk, responding to abusive conduct, or seeking costs where a court or competent authority lawfully awards them.

14. POLICY REVIEW AND CONTACT

14.1. The Company reviews its complaint arrangements at least annually and when legal, regulatory, operational or product changes make review necessary.

14.2. Material changes to this client-facing Policy will be published on the Website or communicated through another appropriate channel. A change required by law or the FSA may take effect immediately.

14.3. Questions about this Policy and formal complaints may be sent to complaints-sc@4xc.com or addressed to the Complaints Handling Unit at Office 3, Room B11, 1st Floor, Providence Complex, Providence, Mahé, Seychelles.

APPENDIX — COMPLAINT FORM

Full name	
Age	
Gender	
Account number	
Registered email / telephone	
Country of residence	
Preferred response language	English / Creole / French
Authorised representative (if any)	
Date and time of event	
Order / trade / payment reference	
Complaint summary	
Financial or other impact claimed	
Outcome requested	
Documents attached	
Declaration	I confirm that the information provided is true and complete to the best of my knowledge.
Signature / electronic confirmation	
Date	