



OKX EUROPE MARKETS LTD.

CONFLICTS OF INTEREST POLICY



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1. PURPOSE AND SCOPE

OKX Europe Markets Limited (“OEM”, the “**Company**”) is a private company incorporated and registered pursuant to the laws of Malta, with company registration number C95813, registered office situated at Piazzetta Business Plaza, Office number 4, Floor 2, Triq Ghar il-Lembi, Sliema SLM1562, Malta, and Authorised Person ID: OEML. The Company is licensed as an investment services licence holder in Malta by the Malta Financial Services Authority (the “**MFSA**”), in terms of the Investment Services Act (Chapter 370, Laws of Malta) (the “**ISA**”) to provide the investment services of ‘dealing on own account’, ‘execution of orders on behalf of the other person’ and ‘nominee/safekeeping services’ to retail clients, professional clients and eligible counterparties.

The Conflicts of Interest Policy (this “**Policy**”) has been drafted in line with:

- Directive 2014/65/EU on Markets in Financial Instruments (“**MiFID**”);
- Commission Delegated Regulation (EU) 2017/565;
- the Investment Services Rules for Investment Services Providers, Part BI: Rules Applicable to Investment Services Licence Holders which qualify as MiFID Firms; and
- the Malta Conduct of Business Rulebook.

The Company shall be guided by the general principle that it is required to act honestly, fairly and with integrity in accordance with the best interests of its clients and the market. This requirement entails that the Company should seek to avoid situations of conflict of interest in so far as this is possible. Where this is not possible, measures shall be put in place to identify and manage these conflicts. Where conflicts cannot be prevented or managed in a way so as to ensure with reasonable confidence that the risk of damage to the clients interests will be prevented, then the Company shall disclose those facts to the client.

This Policy sets out the Company’s procedure when identifying and managing conflicts of interests and seeks out to achieve the following:

- identify circumstances or potential circumstances which may give rise to conflicts of interest which entails a potential risk of damage to the interests of one or more clients, and where possible to prevent these conflicts from occurring;
- establish appropriate measures and controls to manage those conflicts which cannot be mitigated;
- maintain procedures to ensure that all instances of conflicts of interest are being monitored; and
- set out the procedure to disclose conflicts of interest in accordance with the regulatory requirements.

This Policy applies to all Relevant Persons and also addresses the additional obligations applicable to the Board.

It is important that the Company and the Company’s Staff are aware of the contents of this Policy. The Head of Compliance should be contacted immediately if a conflict of interest arises or if you are unsure as to whether a particular situation gives rise to a conflict of interest.



2. ROLES AND RESPONSIBILITIES

Role	Responsibilities
Head of Compliance	<p>The Head of Compliance acts as the central coordinating point in relation to conflicts of interest. The Head of Compliance's responsibilities include:</p> <ul style="list-style-type: none">• Developing, implementing, enforcing, maintaining, and updating this Policy to comply with updated current legislative and regulatory requirements and market best practice;• Maintaining and updating the Conflicts of Interest Register and Gifts & Entertainment Register;• Reviewing and approving any requested exceptions to this Policy and maintaining a written record of exceptions, including reasons for granting/denying them;• Monitoring procedure implementation and compliance across the Company in respect of conflicts of interest;• Periodically and no less than annually reviewing this Policy and proposing revisions and updates, as appropriate; and• Ultimate responsibility for addressing and resolving conflicts of interest resides with the Board.

3. GLOSSARY

Term	Definition
ISA	The Investment Services Act (Chapter 370, Laws of Malta).
Board	The directors appointed to the Board of Directors of the Company.



Company's Staff	Any person performing work for the Company under an employment agreement or a service contract, irrespective of the nature or duration of such engagement.
MFSA / Regulator	The Malta Financial Services Authority.
OK Group / Group	The global group of companies that the Company forms part of, which provides crypto exchange and custody services globally. This includes the licensed entities under OK Group globally as listed under Appendix II.
Relevant Persons	The Company's Directors, senior management, officers (such as the MLRO and Compliance Officer), staff and external service providers. Means the Company's Staff, as well as any person or entity directly or indirectly linked to the Company by control, or any person or entity directly involved in the provision of services to the Company. This can also include legal persons.

4. IDENTIFYING CONFLICTS

A conflict of interest is a situation where the Company, its Relevant Persons, or any person directly or indirectly linked to it by control, has a material, professional, commercial or financial interest that conflicts with the interest of one or more of its clients.

Conflicts of interest may arise at any time. They can arise at the start of a relationship with a client as well as at any time during a relationship in the course of the Company providing services to its clients which may favour or benefit the Company, its Relevant Persons and a client of the Company or a client's interest over another client's interest.

All Relevant Persons have an ongoing responsibility to remain alert to the potential for conflicts of interest and to ensure that any identified potential or actual conflicts are appropriately escalated to the Head of Compliance.

Conflicts of interest can take many forms. They arise where there is a mismatch between the interests of one party to an arrangement and another party. In relation to the activities that the Company conducts, conflicts can arise:

- (a) between the Company's interests and those of a client;
- (b) between one client and another client;
- (c) between a member of the Company's Staff and a client;



- (d) between the personal interests of the Company's Staff members and the Company itself;
- (e) between clients and the Company where their respective interests with a particular outcome may be different;
- (f) between the personal interests of the Company's Staff or business units with competing interests;
- (g) between the personal interests of the Company's Staff and the Company where their respective interests with a particular outcome may be different;
- (h) between the Company and another company with the OK Group with competing interests;
- (i) between the Company, the Company's Staff and third party service providers; and
- (j) between a member of the Company's staff, in his/her different capacity in the Company and in other Group Entities.

A conflict of interest may also arise between the Company and its external service providers. It is therefore important for the Company to review and be aware of any conflicts of interest policies implemented by its service providers when carrying out its initial and ongoing monitoring.

Conflicts of interest include situations where the Company, its Relevant Persons or any person directly or indirectly linked to it by control, is in any of the following situations:

- (a) is likely to make a financial gain, or avoid a financial loss, at the expense of the client;
- (b) has an interest in the outcome of a service provided to the client or of a transaction carried out on behalf of the client, which is distinct from the client's interest in that outcome;
- (c) has a family member or close associate (i.e., a "**Close Link**" – defined below) with an interest in the outcome of a service or a client's transaction;
- (d) has a financial or other incentive to favour the interest of another client or group of clients over the interests of the client;
- (e) carries on the same business as the client;
- (f) receives or will receive from a person other than the client an inducement in relation to a service provided to the client, in the form of monetary and non-monetary benefits or services, other than the standard commission or fee for that service; or
- (g) is in possession of information obtained in the ordinary course of its business which would benefit the individual, a Company affiliate or a client, but such information is not publicly known.



The Company may face other conflicts in relation to providing any of the Investment Services outlined above. These include but are not limited to:

- personal account dealing by its Relevant Persons or connected persons in instruments executed on behalf of clients;
- the Company's own remuneration structure; and
- other forms of inducements.

For the purposes of this Policy, a “**Close Link**” is defined as:

- (a) a “**Family Member**”, i.e., a spouse, civil partner, children (or their spouses or civil partners), parent, brother or sister of a Relevant Person;
- (b) a natural or a legal person linked by:
 - (i) participation in the form of ownership, direct or by way of control, of 20% or more of the voting rights or capital of an undertaking;
 - (ii) "control" which means the relationship between a parent undertaking and a subsidiary, in all the cases referred to in Article 22(1) and (2) of Directive 2013/34/EU, or a similar relationship between any natural or legal person and an undertaking, any subsidiary undertaking of a subsidiary undertaking also being considered to be a subsidiary of the parent undertaking which is at the head of those undertakings;
 - (iii) a permanent link of both or all of them to the same person by a control relationship.

Below is a non-exhaustive list of specific conflicts of interest that exist within the Company:

- (a) The Company's Staff may receive gifts or entertainment that may have the potential to influence their behaviour in a way that places their interests and/or the interests of the firm ahead of those of its clients. For example, it may influence the Company's Staff to favour the interests of another client or group of clients over the interests of the client or to favour one third party supplier above another third party supplier.
- (b) The Company's Staff may only undertake personal investment / trading activities that do not breach applicable law or regulation, do not unduly distract from their employment responsibilities and do not create an unacceptable risk to the Company's reputation. Personal investment / trading transactions must also be free from conflicts of interest.
- (c) Conflicts of interest exist between different clients or different types of clients where the Company or members of the Company's Staff are incentivised to put one client's/group of clients' interests ahead of another.
- (d) The hiring of any individual directly coming from government service / employment by a regulator, as well as the termination of any employee to



work for the government / regulator immediately after, might be considered, as the case may be, a potential conflict of interest.

- (e) The Company Staff are related to or have Close Links with a prospective client or client. The Company does not allow any employee to act for or otherwise be involved with a Client with whom the employee is related or has Close Links.
- (f) There are potential conflicts that can arise as a result of the Company's relationships with third party providers. For example, conflicts between the client and a third party provider whose commercial interest may be different, between the personal interests of the Company and third party service providers, between the Company and a third party service provider and/or between third party service providers with competing interests.
- (g) Conflicts in which the Company, acting on the client's behalf, engages with affiliates, or related parties and interests of the firm, which potentially may not be in the client's best interest.
- (h) Conflicts may also result from other activities conducted by the Company or by other members of its Group. For example, this may arise in circumstances where the Company approves a new contract or product; and/or where the Company implements changes to its existing systems.
- (i) Conflicts may arise when the Company executes transactions to hedge its exposure under the products on an affiliated venue or with other members of its Group. In particular, the Company executes all back-to-back hedge transactions with OKX Bahamas FinTech Company Limited ("**OKX Bahamas**"), which is a member of the same group of companies as the Company (the "**OK Group**"). This intragroup arrangement creates a potential conflict of interest, as the Company's hedging counterparty is an affiliated entity rather than an independent third party. This conflict is managed and mitigated as described in Section 5 below, and is disclosed to clients in the Company's terms of services (the "**Terms of Services**") and the Order Handling and Best Execution Policy.
- (j) The Company's role as a principal in trades with clients can give rise to a conflict of interest, as profits may be realized when clients incur losses

Conflicts and the means to address them are recorded in the register of conflicts (the "**Conflicts of Interests Register**") as explained in further detail below.

5. CONFLICTS MANAGEMENT ARRANGEMENTS

The Company is required to establish, maintain and operate effective organisational and administrative measures aimed at taking all reasonable actions to prevent conflicts of interest from constituting or giving rise to a material risk of damage to the interests of its clients.



It is essential that any conflicts of interest that cannot be avoided are handled correctly and sensitively, to comply with the Company's wider duties to act in the best interests of its clients, and also to ensure that the integrity of the Company's services are not tarnished. Moreover, as a matter of last resort, the Company will clearly disclose the general nature and sources of these conflicts of interest to its clients (as explained further below in Section 9 on "**Disclosures**"). Additionally, the Company will communicate the steps that have been taken to mitigate these risks before proceeding with any business on behalf of its clients.

To address such conflicts, the following options will be considered and implemented by the Company where relevant.

5.1 Information Barriers & Confidentiality

Information barriers are rules, procedures, or physical separations designed to segregate information within the Company to mitigate potential conflicts of interest. These procedures are aimed at preventing or controlling the exchange of information between relevant persons engaged in activities involving a risk of conflict of interest where the exchange of that information may harm the interests of one or more clients.

As set out in further detail below, the Company's Staff must adhere to confidentiality rules and must maintain their clients' anonymity at all times. Any requests by clients for specific information on other clients will be refused.

5.2 Removal of Relevant Company Staff from a Matter / Transaction

Removing relevant Company's Staff from the arrangement which gives rise to the conflict of interest.

5.3 Separate Supervision & Segregation

Where appropriate, the Company will arrange for the supervision and/or functional segregation of individuals and/or parts of its business to allow for their independence.

Additionally, the Company will implement policies, procedures, systems and controls so that one person or team does not execute all phases of a transaction or arrangement, including applying the "four-eyes" principle to avoid or mitigate the risk of asset or information loss.

5.4 Bribery & Corruption

The Company has zero tolerance to bribery and corruption. The Company's Staff are strictly prohibited from engaging in any activity that may constitute bribery, trading in influence, or other corrupt practices, in line with the Criminal Code, Chapter 9 of the Laws of Malta. Specifically, the Company's Staff shall not, directly or indirectly, request, receive, or accept any reward, promise, offer, or advantage that is not duly entitled to them in connection with their position or responsibilities within the Company which will result in a breach of his/her duty. This prohibition applies regardless of the value of the reward or advantage and



encompasses any act that could be interpreted as an attempt to improperly influence the decisions or duties of the Company's Staff.

The Company has an Anti-Bribery & Corruption Policy and provides annual training to deter the Company's Staff from providing or accepting a bribe, entering into misconduct and unscrupulous behaviour.

5.5 Gifts and Corporate Entertainment

As set out above, a conflict of interest may arise where a member of the Company's Staff receives or offers a gift or entertainment that constitutes an inappropriate incentive for the Company's Staff member. To help prevent this conflict from adversely impacting its clients, the Company has in place a Gifts & Entertainment Policy which all the Company's Staff are required to follow. No member of the Company's Staff may accept from, or give to, any person any gift or other benefit that cannot properly be regarded as transparent, proportionate and justifiable in all the circumstances. Where the receipt or provision of a gift or entertainment is not appropriate, clearance will not be granted. Qualifying gifts and entertainment are recorded in a register maintained by the Compliance Department.

See Section 12 below for further information on the Company's policy on gifts and entertainment.

5.6 Denial of Transaction(s) / Declining to Act

If the Company decides that a conflict of interest cannot be managed effectively, it may decline to act for one or more relevant clients or decline the transaction or instruction, if appropriate. This will be the Board's decision.

5.7 Oversight of Personnel Responsibilities

The Company must oversee the Company's Staff responsibilities including professional appointments, promotions and assess outside business interests i.e. independent activities, to prevent or manage conflicts of interest.

5.8 Third Party Providers

Conflicts of interest may arise as a result of the use of third party service providers whereby information acquired in the course of a relationship could lead to a commercial advantage for the Company or the third party.

The Company must have in place services agreements with Service Levels in respect of all critical or important outsourced services (as defined in the Outsourcing Policy). These will govern the relationship between it and a third party service provider which will contain appropriate provisions in respect of confidentiality.

Pursuant to an intragroup outsourcing arrangement, the Company utilises OK Group resources including marketing services, IT support, information/ data security, IT



development, product development , legal, finance, human resource, certain AML/CFT services, software licences and platform access. The Company ensures all contractual relationships, regardless of the identity of the counterparty, are reviewed by internal Legal, and where appropriate, external counsel, prior to execution.

With respect to the Company's arrangement with OKX Bahamas as hedging counterparty, the Company manages the associated conflict of interest through the following primary measures: (i) the Company operates on a riskless matched principal basis, ensuring that the hedge leg with OKX Bahamas mirrors the client-facing leg at the same price, eliminating any proprietary directional exposure by the Company against clients; (ii) execution quality is monitored on an ongoing basis and benchmarked against external execution parameters to ensure pricing from OKX Bahamas remains competitive and non-conflicted; and (iii) the Company's arrangement with OKX Bahamas, including its intragroup nature, is clearly and prominently disclosed to clients in the Company's Terms of Services and the Order Handling and Best Execution Policy prior to any business being undertaken. Disclosure to clients of this conflict is made as a matter of transparency, in addition to, and not as a substitute for, the above mitigation measures.

5.9 Remuneration

Conflicts of interest may arise when the Company's Staff are incentivised, i.e. commissions, which conflicts with the Company's risk appetite and the interests of its clients. To mitigate such risks, the Remuneration Policy is designed to align employee incentives with responsible business conduct and the fair treatment of clients, ensuring that remuneration structures support long-term value creation rather than short-term gain.

5.10 Other Considerations

The Head of Compliance and the Board may also recommend other measures if, in his/her judgement, the conflict of interest can be effectively managed using such measures.

6. REPORTING AND RECORDING CONFLICTS OF INTEREST

All of the Company's Staff have a duty to identify, disclose and escalate potential conflicts of interest. It is especially expected that an individual who is client facing, will act in a transparent manner both to the client and the Compliance Team.

Where a conflict is identified, the Head of Compliance is responsible for identifying and escalating the conflict and potential mitigation strategies to the Board. The Board is responsible for resolving conflicts of interest arising from activities within the Company. The Head of Compliance acts as the central coordinating point in relation to conflicts of interest. Accordingly, any actual or potential conflict of interest whether it arises at the commencement of a client relationship or at some other time, must be reported to the Head of Compliance.



The written notice should include all relevant material facts necessary to determine whether a conflict of interest indeed exists. In the event that staff are not sure what to declare, or whether a declaration should be made, they should declare on the side of caution.

In relation to any such conflicts the following information should be provided and recorded (“**Conflict Notification**”):

- (a) names of clients and account details;
- (b) nature of the conflict;
- (c) whether the conflict is deemed to be an actual conflict or a potential conflict;
- (d) identification of those within the Company who are potentially conflicted; and
- (e) any other relevant facts.

Upon receipt of a Conflict Notification, the Head of Compliance will:

- (a) log the conflict on the Conflicts of Interests Register;
- (b) provide an analysis on whether any potentially conflicted individuals of the Company involved in decision-making should be removed from any decision making processes in relation to the conflict, and provide appropriate recommendations to the Board; and
- (c) assess the conflict to determine whether it is:
 - (i) a perceived rather than actual conflict;
 - (ii) a conflict which does not have commercial implications for the Company and in relation to which the Head of Compliance is the appropriate individual to resolve it; or
 - (iii) a more complex or commercially sensitive conflict which is best managed by the Board.

7. INAPPROPRIATE INFLUENCES

The Company’s Staff must not:

- (a) act on behalf of the Company or take part or affect any decision-making on behalf of the Company, where they might have a personal interest, either directly or indirectly, whether for themselves or for any of their related parties, in such decisions;
- (b) avail of their position in the Company to obtain from the Company or from third parties any economic or personal benefit or remunerations, for themselves or for their related parties, except for gifts and/or entertainment permitted under the Gifts and Entertainment section of the Company’s Anti-Bribery and Corruption Policy and adequately disclosed to the Company;



- (c) avail of their position in the Company to obtain any business opportunity for them or for their related parties;
- (d) use the name of the Company to exercise undue influence upon conducting private transactions; or
- (e) use the assets and/or property of the Company, including confidential information for private purposes.

When dealing with a client, all the Company's Staff must disregard any corporate or personal relationship, arrangement or interest that is likely to influence the information given to, or actions undertaken on behalf of, a client in relation to the transaction or service in question.

When providing information to, or undertaking action on behalf of, a particular client, employees must pay due regard to the interests of that particular client and should disregard the interests of any other party.

The Company's Staff may not act for a client where the employee may have Close Links (see *above*) with the client concerned as this may influence the employee to put that client's interests ahead of those of other clients.

8. DUTIES OF THE DIRECTORS

Pursuant to Article 136A(1) of the Companies Act, Chapter 386 of the Laws of Malta, the Directors of the Company are obligated to act with honesty and in good faith, prioritising the best interests of the Company. Additionally, under Sub-Article (3)(c) of the same Article, the Directors must ensure that their personal interests do not conflict with those of the Company.

The Board shall oversee and be accountable for the implementation of governance arrangements that ensure effective and prudent management of the Company including the segregation of duties within the Company and the prevention of the conflicts of interest, and in a manner that promotes integrity of the market and the best interests of the clients.

A common example would be where an individual is a director of a competitor company or where the Company is seeking to obtain goods and/or services from another company and the individual is a director of both. This type of situation can arise for non-executive directors with roles in various companies. Alternatively, a conflict may arise where a director represents a shareholder of the Company whose interests' conflict with the Company and/or the best interests of its clients.

In accordance with Article 16.8 of the Articles of Association of the Company, the Directors shall declare their interests in any contract or arrangement which is being discussed by the Board or which is being or may be entered into by the Company. Such Director/s shall not be precluded from attending, participating and voting at any meeting where such contracts or arrangements or other matters are being considered, provided that such conflicted Director/s shall be precluded from voting on any specific matters in which he has a direct conflict of interest.

Each member of the Board and key function holder(s) shall circulate a list of external involvements (if any) held by such Board member and key function holder to the Company



Secretary of the Company ahead of quarterly Board meetings. The company secretary shall circular the consolidated list of involvements with the Head of Compliance who shall register the information received. The list of involvements shall include the following:

- (a) full name of the Board members and/or Key Function Holder(s);
- (b) function(s) held by the Board member and/or Key Function Holder(s) with all external parties;
- (c) date of commencement;
- (d) whether such involvement obtained approval from the Board to maintain the external involvement and when no such approval was obtained a clarification as to the reason;
- (e) any changes applicable from the previous Board Meeting;
- (f) any actual or perceived conflict of interest and the mitigation strategies in place or proposed.

9. DISCLOSURES

When organisational or administrative measures to prevent conflicts of interest are insufficient to ensure, with reasonable confidence, that risks of damage to its client's interests can be effectively prevented, the Company is obligated to disclose the general nature and sources of conflicts of interest to the Client. This disclosure is a measure of last resort and must occur before any business is undertaken on behalf of the Client.

All disclosures must be provided in a durable medium and include sufficient detail, considering the nature of the client, to enable the client to make an informed decision regarding the Company's service where the conflict of interest arises. In particular, the Company shall disclose to all clients, prior to the commencement of business, the following: (i) that client trades are executed on a back-to-back basis with OKX Bahamas as the Company's hedging counterparty; and (ii) that OKX Bahamas is a member of the same group of companies as the Company. This disclosure shall be made in the Company's Terms of Services and the Order Handling and Best Execution Policy, and shall be kept up to date at all times. Specifically, the disclosure must:

- (a) Clearly state that the Company's internal arrangements are insufficient to prevent the risk of damage to the Client's interests.
- (b) Provide a detailed description of the conflict of interest, explaining its general nature, sources, and associated risks.
- (c) Outline the steps taken to mitigate these risks.

Disclosure should be made:

- (a) Before undertaking any business on behalf of the client when conflicts of interest cannot be managed through existing organisational or administrative arrangements.



- (b) In good time, prior to the provision of a service or product, especially when the Company charges a fee and also receives a commission related to that Product or Service. The disclosure must specify whether the commission will offset the fee, either in full or in part.
- (c) Upon the Client's request, further details of the Conflicts of Interest Policy must be provided in a Durable medium or through a website, as applicable.

The Company acknowledges that the disclosure of conflicts of interest does not absolve the Company from the obligation to maintain effective organisational and administrative arrangements aimed at preventing or managing conflicts. Moreover, over-reliance on disclosure without adequate management of the conflicts is not permitted by the Company.

10. CONFIDENTIALITY & DATA PROTECTION

In compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and as may be amended from time to time (the "GDPR"), the Company is committed to ensuring the confidentiality and security of all personal data processed in the context of managing conflicts of interest. When necessary, personal data collected or processed for the purpose of identifying, preventing, or managing conflicts of interest will be handled in accordance with GDPR principles, including lawfulness, fairness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity, and confidentiality.

11. CONFLICTS OF INTERESTS REGISTER

The Company shall maintain a Conflicts of Interest Register:

- (a) documenting the types of activities/arrangements which have been identified as activities/arrangements where a conflict of interest may arise and the procedures established to manage any such conflicts; and
- (b) containing a list of all actual and potential conflicts of interest that have been identified to date and the actions taken to manage and mitigate them.

A template version of the Conflicts of Interest Register has been attached to this document as Appendix 1.

The Conflicts of Interest Register is maintained by the Company's Compliance Team and this task will be overseen by the Head of Compliance. This Register is reviewed periodically, and at least annually with management information reported to the Board.



12. TRADING RESTRICTIONS

Given the risk of exploiting inside information and/or harming the interests of customers, the Company's Staff must adhere to the Global Market Surveillance Policy and the Global Market Surveillance Policy - OEM Addendum at all times.

To help to mitigate this risk, the Company's Staff must never misuse proprietary or client confidential information in their personal investment / trading decisions and must ensure that clients are never disadvantaged as a result of their personal investment transactions.

The Company has implemented notification and approval processes designed to ensure that an individual member of the Company's Staff's investment / trading decisions are not related to the role they perform or based on information obtained during the course of business with clients.

13. GIFTS AND BENEFITS

The Company's Staff will not accept or offer any monetary or non-monetary benefit (i.e. personal gift, benefit in kind or entertainment) that is likely to conflict with the interests of customers. Therefore, no member of the Company's Staff should accept payments of money under any circumstances, or special considerations, such as discounts, or gifts of materials, equipment, services, facilities or anything of else of value unless:

- (a) They are in each instance of a very minor nature usually associated with accepted business practice.
- (b) the gift is provided openly and not in secret and are approved by the superior of the Company Staff involved; and
- (c) They do not improperly interfere with the independence of the member of the Company's Staff or action of the performance of his/her duties.

The Company's Staff may give and accept reasonable appropriate meals, drinks and entertainment for legitimate business purposes. Where the gift is some form of corporate entertainment, business partners must be present for the duration of the meal/event. Where it is felt that entertainment may give rise to an actual or perceived conflict of interest, it should be refused or discussed with the Head of Compliance prior to the event taking place.

All gifts or benefits offered or accepted by any member of the Company's Staff must be reported to the Head of Compliance, except for ordinary course business meals or events (as long as they are reasonable and for genuine business reasons). Receipts of other gifts or benefits require the prior approval of the Head of Compliance.

Any gifts or benefits, except for ordinary course business meals or events as described above, are to be logged by the individual in conjunction with the Head of Compliance on the 'Gifts and Entertainment Register' applicable to the Company.



14. TRAINING

The Board must receive training on these and other company law and regulatory requirements periodically.

Moreover, all the Company's Staff have access to a copy of this Policy and are required to give an undertaking of adherence to the Company's compliance procedures, including personal account dealing and receipt of gifts and inducements.

The Head of Compliance is responsible for training all the Company's Staff at least annually about conflicts of interest and the applicable policies and procedures, including internal awareness relating to identifying conflicts of interests, red flags and reporting obligations.

15. ANNUAL ACKNOWLEDGEMENT

All the Company's Staff are required to acknowledge that they have read, understand, are in compliance with and agree to abide by this document.

The failure to acknowledge this Policy will not affect the application of any of its provisions.

16. VIOLATIONS

Potential violations of this document will be subject to investigation by the Head of Compliance, in conjunction with the Board. Any failure to comply with this document, in letter and spirit, may result in the application of the disciplinary actions and/or contractual remedies up to and including a *good and sufficient* cause for termination of the relevant employment or contract.

If there is reasonable cause to believe that a member of the Company's Staff has failed to disclose a conflict of interest the individual must be informed of the basis for such belief and must be given the opportunity to explain the alleged failure to disclose. Having heard the individual's response, and following any further investigation, if deemed necessary, the Head of Compliance (or his/her designees) must determine whether the individual has failed to disclose a conflict of interest.

17. REVIEW

This Policy shall be assessed and periodically reviewed, at least annually, and any changes to the operations or organisation which could lead to potential conflicts shall be reviewed by the Head of Compliance, prior to approval of any amendments by the Board.

The Company's risk-based ongoing monitoring programme includes the monitoring of all identified conflicts and identifying any potential conflicts. The monitoring includes, but is not limited to: reviewing personal account dealing, reviewing gifts and entertainments given and received and communications monitoring to review adherence to client confidentiality requirements.



18. RECORD RETENTION

Retention of this document is in accordance with the Global Data Retention Policy.

19. AMENDMENTS & EXCEPTIONS

Any amendments to and deviations from the requirements set forth in this Addendum must be approved by the document approver and documented accordingly.



APPENDIX 1 - TEMPLATE - CONFLICTS OF INTEREST REGISTER

<u>No.</u>	<u>Date of the Conflict</u>	<u>Name</u>	<u>Details of the Conflict</u>	<u>Severity of Conflict</u>	<u>Department In Charge</u>	<u>Mitigations measures</u>	<u>Status</u>



APPENDIX 2 - LICENSED ENTITIES OF OK GROUP

OK Group includes a number of entities which are licensed or otherwise regulated by foreign competent authorities, which in addition to the Company offering investment services under MiFID II out of Malta, includes the following entities:

- OKX Europe Ltd (Malta): Crypto-Asset Service Provider (CASP) license approved by the MFSA under EU's Markets in Crypto-Assets Regulation and holding a Payment Institution license approved by the MFSA under the Payment Services Directive II.
- OKX Europe Markets Ltd (Malta): Investment firm license approved by the MFSA under EU's Markets in Financial Instruments Directive II.
- OKX Inc (USA): The company is registered as a money services business (MSB) by the Financial Crimes Enforcement Network (FinCEN) and holds licenses as a money transmitter in 41 states.
- OKX SG Pte. Ltd (Singapore): Holding a Major Payment Institution License (MPI license) from the Monetary Authority of Singapore (MAS) to provide (a) digital payment token service and (b) cross-border money transfer service.
- OKX Middle East Fintech FZE (UAE): Holding a Virtual Asset Service Provider (VASP) license granted by the Virtual Assets Regulatory Authority of Dubai (VARA) to provide (i) Virtual Assets (VA) Exchange Services; (ii) VA Lending and Borrowing Services; (iii) VA Management and Investment Services; and (iv) VA Broker-Dealer Services.
- OKX Bahamas FinTech Company Limited (Bahamas): Authorized as a Digital Assets and Registered Exchanges (DARE) by the Securities Commission of the Bahamas.
- OKX Australia Pty Ltd (Australia): Registered as a Digital Currency Exchange provider by the Australian Transaction Reports and Analysis Centre (AUSTRAC).
- OKX Australia Financial Pty Ltd (Australia): Holds an Australian Financial Services License (AFSL) issued by the Australian Securities & Investment Commission (ASIC).
- OKCoin Japan K.K. (Japan): Licensed as a Virtual Currency Exchange Operator (VCEO) by Japan Virtual and Crypto Assets Exchange Association (JVCEA).



- OKX FinTech S.A. de C.V. (El Salvador): Registered as a Bitcoin Service Provider with the Central Reserve Bank of El Salvador (BCR), including Bitcoin custody, digital exchange, digital wallet, and payment processing and as a Digital Asset Service Provider (DASP) with the National Digital Assets Commission (CNAD).
- OKX FinTech S.A. de C.V. (Argentina, operating through a branch of the licensed El Salvador entity): Holding a VASP license through the Commission Nacional de Valores (CNV).