

COMPLAINTS HANDLING POLICY

GLEX Limited

Investment Dealer License SEC-2.1B, Mauritius

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TABLE OF CONTENTS

1. Introduction and Scope
2. Initial Submission of Queries and Issues
3. Escalation Procedure
4. General Provisions
5. Record Keeping and Regulatory Reporting
6. Confidentiality and Conflict of Interest Management
7. External Dispute Resolution
8. Terms and Definitions

INTRODUCTION

This Complaints Handling Policy (the "Policy") of GLEX Limited has been developed to ensure transparency, efficiency, and promptness in addressing client queries and complaints. The Company places significant importance on service quality and client satisfaction, and therefore addresses all client concerns with the highest level of responsibility, in strict adherence to regulatory standards and internal guidelines.

1. INTRODUCTION AND SCOPE

1.1 Regulatory Obligation

GLEX Limited (the "Company"), holding Investment Dealer License SEC-2.1B, Mauritius, is required to establish, implement, and maintain an effective and transparent complaints handling policy and procedures to promptly address Clients' complaints, ensuring compliance with applicable regulatory standards and internal guidelines.

1.2 Purpose of this Policy

This Complaints Handling Policy (the "Policy") outlines the process adopted by the Company for the fair and prompt handling of queries, issues, and complaints received from Clients, as well as the procedure Clients should follow to submit their queries, issues, or complaints to the Company.

1.3 Policy Review and Updates

This Policy is reviewed and, if necessary, revised on an annual basis or whenever the need arises, to ensure its effectiveness and compliance with regulatory changes.

1.4 Contact Information

For queries and complaints, Clients can reach out via our official communication channels:

1.4.1 Website: glexglobal.com

1.4.2 Email: support@glexglobal.com

2. INITIAL SUBMISSION OF QUERIES AND ISSUES

2.1 First Point of Contact

If you have any query or issue related to our Services, we strongly recommend initially contacting our Customer Support team through official communication channels, including email (support@glexglobal.com), live chat, telephone, electronic submissions within your Personal Area, or by reporting an issue directly via your Client Portal. Depending on the nature of your query or issue, Customer Support may escalate it internally to the appropriate department for efficient review and resolution.

2.2 Official Communication Channels Only

Engaging with employees or representatives of the Company through unofficial channels of communication will not be recognized as a valid method for submitting queries, issues, or complaints.

2.3 Resolution Timeframes

We strive to resolve your query or issue immediately. If immediate resolution is not possible, we remain committed to addressing and resolving your issue promptly, typically within three to five (3-5) business days. Should additional time be necessary, we will provide a written interim response indicating when a final investigation outcome can be expected.

2.4 Right to Escalate

If the response provided at this stage does not satisfy your concerns, you have the option to escalate the matter using the detailed procedure outlined in Section 3 below.

3. ESCALATION PROCEDURE

3.1 Formal Complaint Submission

If you are not satisfied with the response provided at the initial stage, you may escalate your issue by completing and submitting an electronic Complaint Form ("Form") within your Client Portal **or by sending a written complaint to our dedicated mailbox—formal.complaints@glexglobal.com**.

3.2 Requirements for Submission

The complaint must be submitted truthfully, comprehensively, and accurately. The Company may request additional information, clarification, or supporting documentation necessary for a fair and impartial review. Should the submission be incomplete or inaccurate, the Company may request that you resubmit the Form or email complaint.

3.3 Independent Review

Complaints submitted through either channel (Client Portal or formal email) will be reviewed by personnel or a department independent from those initially handling your query or issue, ensuring objectivity and impartiality.

3.4 Acknowledgment and Initial Review Period

Upon successful submission, we will acknowledge receipt of your complaint and provide you with a unique reference number within two (2) business days. An impartial investigation will be conducted, and the outcome of our review will be communicated to you within ten (10) business days.

3.5 Extended Timeframes and Notification of Delay

If the Company is unable to provide a Final Response within ten (10) business days, the Client will receive a **written notice of delay** specifying:

3.5.1 The reason(s) for the delay;

3.5.2 The current status of the investigation; and

3.5.3 The estimated date by which a Final Response will be issued.

3.6 Maximum Duration

3.6.1 In most cases, the investigation will be completed within twenty-one (21) business days from the date the complaint was lodged.

3.6.2 However, in **grossly complicated complaints**—involving multiple parties, extensive documentation, or complex regulatory aspects—the process may take up to ninety (90) business days.

3.6.3 In such cases, the Company will continue to provide written status updates every thirty (30) days until the matter is resolved.

3.7 Final Response

The response provided by the Company following the escalation procedure constitutes the Company's **Final Response**, representing its ultimate and definitive internal position.

3.8 Content of the Final Response

The Final Response will be issued in English and will include:

3.8.1 A concise summary of the Client's complaint;

3.8.2 The matters and evidence considered during the investigation;

3.8.3 The outcome of the investigation;

3.8.4 Any proposed remedy, corrective measure, or goodwill action, including a timeframe for the Client to confirm acceptance or rejection;

3.8.5 A statement of the Client's right to refer the matter to the **Financial Services Commission (FSC) Mauritius**, if unsatisfied with the outcome; and

3.8.6 The FSC's official contact details:

Financial Services Commission (FSC) Mauritius
Address: FSC House, 54 Cybercity, Ebène, Mauritius
Email: fscmauritius@intnet.mu
Phone: (+230) 403-7000

3.9 Conclusive Determination

The Final Response shall be deemed the Company's conclusive determination of the matter, after which any further recourse may proceed only through external dispute-resolution mechanisms or judicial procedures.

4. GENERAL PROVISIONS

4.1 Clear and Professional Communication

When submitting your query or complaint, clearly and concisely articulate the matter. Provide specific details and context, including the desired outcome or resolution. Maintain a formal, professional tone and focus strictly on factual information.

4.2 Provision of Additional Information

During the handling of your query or complaint, the Company may request additional information or documentation (such as client identification, transaction details, verification documents, etc.). Timely and complete submission of requested information is essential. Failure to provide required information within specified deadlines may result in suspension or closure of your query or complaint.

4.3 Timely Submission

It is recommended that queries or complaints be submitted within a reasonable timeframe after the occurrence of the relevant incident. Delays in submission may complicate the review process and increase response times.

4.4 Forms of Response

The Company's response may take one of the following forms:

- 4.4.1** Acceptance of the issue or complaint, potentially accompanied by an offer of redress (not necessarily financial, and could be a formal apology);
- 4.4.2** A goodwill gesture offer without admission of fault, in line with amicable resolution policies;
- 4.4.3** Rejection of the complaint with a clear explanation for the decision.

4.5 Additional Clarifications and Case Closure

Additional clarifications regarding the Company's response can be provided upon the Client's subsequent request. A case will be considered closed upon the delivery of a response and subsequent clarifications if requested.

4.6 Withdrawal of Complaints

The Company may request a written confirmation of withdrawal of your complaint or require other reasonable actions to expedite the resolution process.

4.7 Conditions for Case Closure

The Company reserves the right to close the matter under the following conditions:

- 4.7.1** Once a final response has been provided and no further action is required;
- 4.7.2** Mutual agreement between the Client and the Company;
- 4.7.3** If the Client fails to respond promptly to Company requests;
- 4.7.4** Failure by the Client to provide necessary documentation or evidence.

4.8 Authorized Representatives

Complaints must be submitted directly by the account holder or their Authorized Representative, who must provide written authorization confirming their authority.

4.9 Concurrent Proceedings

This Policy does not apply if the Client has already escalated the matter through judicial means or an alternative dispute resolution entity.

4.10 Inappropriate Client Behavior

The Company reserves the right to implement disciplinary actions, including potential account restrictions or termination of the Client Agreement, in the event of inappropriate client behavior such as spamming, repeated unfounded claims, or aggressive interactions with Company staff.

4.11 Offensive or Abusive Language

The Company may reject complaints containing offensive, rude, or abusive language, or any threats towards Company representatives.

4.12 Frivolous and Vexatious Complaints

The Company reserves the right to reject or close complaints that are deemed **frivolous** or **vexatious**, as defined below:

4.12.1 Frivolous Complaint — a complaint lacking any substantial basis or serious purpose, where the effort required for investigation would be disproportionate to the issue raised.

4.12.2 Vexatious Complaint — a complaint evidently pursued without merit and primarily intended to inconvenience, harass, or cause undue expenditure to the Company.

4.12.3 In such cases, the Client will be informed in writing of the decision and the reasons for rejection.

4.12.4 Persistent submission of frivolous or vexatious complaints may result in account restrictions or termination of the Client Agreement, in line with the Company's internal conduct policy.

4.12.5 The Company remains committed to reviewing all legitimate complaints impartially and encourages Clients to provide factual, relevant, and verifiable information in every submission.

4.13 Relationship with Other Company Policies and Agreements

This Complaints Handling Policy should be read in conjunction with the following documents, all of which form an integral part of the Company's contractual framework:

4.13.1 The **Client Agreement**, which defines the rights and obligations between the Client and the Company;

4.13.2 The **General Business Terms**, which establish the operational conditions of services provided; and

4.13.3 The **Privacy & Data Protection Policy**, which governs the collection, processing, storage, and protection of personal and sensitive information.

4.13.4 In the event of any discrepancy between the provisions of this Policy and the above documents, the terms of the Client Agreement shall prevail.

5. RECORD KEEPING AND REGULATORY REPORTING

5.1 Comprehensive Records

The Company maintains comprehensive records of all complaints received, including related correspondence, supporting documentation, investigation notes, and final responses.

5.2 Retention Period

All records are retained for a minimum period of **five (5) years** from the date of resolution of the complaint, unless a longer period is required under applicable law or regulatory obligation.

5.3 Regulatory Access

Upon request, the Company shall provide to the **Financial Services Commission (FSC) Mauritius** access to complaint records and statistical summaries as evidence of compliance with its regulatory obligations.

5.4 Compliance Audits

Periodic internal reviews and compliance audits will be conducted to verify the accuracy, completeness, and timeliness of complaint record maintenance and reporting procedures.

5.5 Aggregated Data Use

Where necessary, aggregated complaint data may be used for internal monitoring and service quality improvement, ensuring that no personally identifiable information is disclosed.

6. CONFIDENTIALITY AND CONFLICT OF INTEREST MANAGEMENT

6.1 Confidential Treatment

All complaints and related information will be treated with strict confidentiality in accordance with applicable data protection laws and the Company's Privacy & Data Protection Policy.

6.2 Independent Review Process

To ensure impartiality, complaints escalated beyond the initial Customer Support stage are reviewed by personnel who were not involved in the original decision or transaction in question.

6.3 Conflict of Interest Prevention

The Company maintains internal procedures to identify and manage any potential conflicts of interest that may arise during the complaints handling process, ensuring fair treatment and objective resolution for all Clients.

7. EXTERNAL DISPUTE RESOLUTION

7.1 Right to External Review

If the Client remains dissatisfied with the Company's Final Response, they may refer the matter to an independent dispute resolution body or Ombudsman, where such mechanism is available under applicable law.

7.2 Regulatory Authority

In the absence of a designated Ombudsman, the Client may submit the complaint to the **Financial Services Commission (FSC) Mauritius**, which supervises licensed Investment Dealers under section 2.1B.

7.3 Precondition for External Review

The FSC may require evidence that the complaint was first submitted to the Company and handled through its internal complaint process before considering further review.

7.4 Contact Details of the Financial Services Commission

Financial Services Commission (FSC) Mauritius

Address: FSC House, 54 Cybercity, Ebène, Mauritius

Email: fscmauritius@intnet.mu

Phone: (+230) 403-7000

Website: www.fscmauritius.org

7.5 Preservation of Legal Rights

The Client's right to pursue judicial proceedings or alternative legal remedies remains unaffected by the use of any internal or external complaint-handling procedures.

8. TERMS AND DEFINITIONS

The following terms are defined for clarity within this Policy:

"Authorized Representative" – A third party authorized in writing by the Client to submit and manage complaints on the Client's behalf.

"Complaint" – An expression of dissatisfaction formally submitted by the Client regarding the products, services, or actions of the Company, for which the Client expects a response or resolution.

"Complainant" – The Client submitting the Complaint.

"Final Response" – The definitive internal response provided by the Company upon completion of the complaint handling procedure. This response represents the Company's final position on the matter.

"Frivolous Complaint" – A complaint that lacks any substantial or objective basis and where conducting an investigation would be disproportionately costly or unreasonable in relation to the issue presented.

"Grossly Complicated Complaints" – Complaints involving highly complex matters, numerous parties, extensive documentation, or which require considerable time and resources to adequately investigate and resolve.

"Vexatious Complaint" – A complaint clearly submitted without merit and intended primarily to inconvenience, harass, or incur unnecessary expenditure for the Company.

All terms shall be interpreted in accordance with applicable legislation of Mauritius and in the context of the Company's Investment Dealer License SEC-2.1B.

END OF POLICY

By accessing and using the Company's services, the Client acknowledges having read, understood, and agreed to be bound by this Complaints Handling Policy, together with all related documents available on the Company's website.

Version: 2026/001

GLEX Limited

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Financial Services Commission (FSC) of Mauritius
Suite 803, 8th Floor, Hennessy Tower
Pope Hennessy Street, Port Louis, 11328, Mauritius

Website: <https://glexglobal.com>

Email: support@glexglobal.com

IMPORTANT NOTICES:

- Client Rights:** Clients have the right to submit complaints regarding any aspect of the Company's services and to receive fair, transparent, and timely resolution.
- No Charge for Complaints:** The Company does not charge any fees for the submission, investigation, or resolution of complaints.
- Regulatory Oversight:** GLEX Limited is authorized and regulated by the Financial Services Commission (FSC) of Mauritius under license number SEC-2.1B as an Investment Dealer (Full Service Dealer excluding Underwriting).
- Document Availability:** All related documents including the Client Agreement, General Business Terms, Risk Disclosure and Warnings Notice, Privacy and Data Protection Policy, and Confidentiality Policy are available on the Company's website and form an integral part of the Company's regulatory framework.
- Client Responsibility:** It is the Client's responsibility to regularly review the Company's website for updates to this Policy and related documents.

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