



COMPLAINTS HANDLING POLICY

1. Introduction

- 1.1. Oqtima Int. Ltd. (operating under the tradename “**Oqtima**” and being referred to as “**we**” or “**us**” or the “**Company**”) is authorised and regulated by the Seychelles Financial Services Authority (the “FSA”) with license number SD109, having its registered address at Office 12, Third Floor, IMAD Complex, Ile Du Port, Mahe, Seychelles.
- 1.2. This Policy should be read in conjunction with the Client Agreement.

2. Scope and Purpose

- 2.1. The Company aims to treat its clients fairly and provide them with the highest standards of customer service. However, and in the unlikely event that Clients are dissatisfied with any aspect of the Company’s services, Clients may consider informing the Company of it via the mediums of communication described in this Complaints Handling Policy.
- 2.2. The Company is required to establish, implement and maintain effective and transparent procedures for the reasonable and prompt handling of Complaints or grievances received from Complainants regarding the Company’s services, and keep records of each Complaint as well as any actions taken by the Company to remedy the situation. This policy sets out the method for the submission of Complaints with the Company from its Clients and the processes followed by the Company’s personnel when dealing with such Complaints.

3. Definitions

- 3.1. “**Client**” refers to the person receiving services from Oqtima as outlined in the Client Agreement.
- 3.2. “**Company**” shall mean Oqtima Int. Ltd which is formed and registered in the Republic of Seychelles under the Companies Act 1972.
- 3.3. “**Complaint**” means (i) specific requests or claims related to the performance, services or products of the Company, which objects the performance or expresses negligence of the Company and lodges a relevant, specific and clear demand for action and/or (ii) any expression of dissatisfaction or concern about a service or product provided by the Company, on the conduct of the Company in the performance of any regulated activities, where a response or resolution is explicitly expected, shall constitute a complaint.
- 3.4. “**Complainant**” refers to the person making the Complaint and includes a natural person, a legal entity, an unincorporated entity (such as a partnership or trust) or other organization who acquires or intends to acquire financial services or product from the Company or the addressee of information or offer related to the service.
- 3.5. “**Customer**” shall have the meaning set out under Section 2 of the Anti-Money Laundering and Countering the Financing of Terrorism Act 2020.

- 3.6. **“Employee”** means any natural person engaged by the Company under a contract of service whether expressed or implied and whether on a full-time basis, part-time, fixed-term, or temporary basis, to perform work or services under the control, direction and supervision of the Company. This includes, but is not limited to, person performing managerial, executive, operational, administrative or support functions, irrespective of title or seniority. For the purposes of this Policy, the term ‘Employee’ encompasses all individuals whose work forms part of the Company’s regulated and non-regulated activities.
- 3.7. **“Person”** includes a natural person and a legal person.
- 3.8. **“Policy”** means the Company’s Complaint Handling Policy.
- 3.9. **“Vulnerable consumer”** means a person, due to his or her personal circumstances, is susceptible to harm, particularly when the financial services provider is not acting with appropriate level of care.
- 3.10. Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

4. Submitting the Complaint

- 4.1. Any Customer who wishes to express dissatisfaction or raise a concern regarding the Company’s services or products may submit a Complaint directly (hereafter referred to as “the Complainant”).
- 4.2. Clients may contact the Company to raise a concern via email, telephone, live chat, or other official communication channels available on the website. However, to ensure the matter is properly recorded and handled in line with regulatory requirements, all Complaints must be submitted by following the procedure outlined in this Policy.
- 4.3. The Complainant shall report the date and details of the incident related to the Complaint to the Company, as soon as reasonably practicable. Should any information be unavailable at the time, the Complainant must disclose this and submit the outstanding details promptly thereafter. This is necessary to enable the Company to investigate and address the Complaint as efficiently as possible.
- 4.4. The Company may accept Complaints brought by third parties acting on behalf of a Complainant (Authorised Representatives), as long as the Complainant authorised in writing the third party and provides this authorisation as evidence to the Company via his/her registered email. When the Complaint is submitted by a representative or other duly authorised person, the Company will investigate the legal basis of the submission. If no authorisation is available, the Company will contact the Complainant directly, in order to accelerate the procedure.

When a Complaint is submitted by a representative, the Company will require the following information:

- a. Identification of both the person lodging the Complaint on behalf of the Customer and the Customer. It is in the Company’s discretion to request due diligence documentation and/or

information on both the representative and the Complainant, as per the internal AML policies and procedures of the Company.

- b. The relationship between the representative and the Customer.
 - c. The reason the Customer cannot lodge the Complaint themselves.
 - d. An authorisation letter and/or official document signed by the Complainant that authorises the representative to file a Complaint on behalf of the latter.
- 4.5. The Complainant must provide truthful, complete and accurate information when submitting a Complaint. Supporting documentation may also be included to facilitate handling of the Complaint. The information initially submitted is indicative; the Company may request additional information, clarification, or evidence as necessary to address the Complaint promptly and effectively.

If the Complainant encounters difficulties submitting the Complaint Form through the official procedure outlined in this Policy, they may inform the Company using an alternative method, such as email or telephone as depicted in the relevant section of the website www.oqtima.com. The Company will provide the necessary assistance to ensure the Complaint is duly received and addressed.

- 4.6. the Complaint shall be submitted electronically to the dedicated email address for Complaints at support@oqtima.com, which is also available on the Company's website at www.oqtima.com.
- 4.7. Upon receipt of the Complaint, it will be assigned to the Client Support Department for review and handling.

5. Managing Complaints

Acknowledging the Complaint

- 5.1. Upon the successful submission of the Complaint, the Company shall acknowledge receipt of Complaints electronically within five (5) business days from the receipt of the Complaint.
- 5.2. As part of the acknowledgement, Complainants will be advised on the timeframe for receiving a response and the designated contact person for any follow-up. The acknowledgement of Complaints shall be on paper or on another durable medium with the ability to be stored, including digital means.

Resolving the Complaint

- 5.3. Following acknowledgment of receipt, the Company will carry out an impartial review of the matter and communicate in writing to the Complainant the outcome of the Company's investigation and propose remedial actions (if applicable).
- 5.4. The Company shall aim to provide a response to the Complainant as soon as possible, but in any event within twenty-one (21) business days from the date the complaint is received.

- 5.5. In the unlikely event that the Company is unable to resolve the complaint within the timeframe mentioned in 5.4, the Company will inform the Complainant in writing of the reasons for the delay and indicate the expected period of time within which it is possible to complete the investigation. For grossly complicated complaints, this period may be extended up to a maximum of ninety (90) business days from the date the complaint was lodged. The Company shall notify the Complainant in writing of the extension and provide an updated timeline for completion, depending on the complexity of the case and the Complainant's cooperation.

Handling the Complaint

- 5.6. The Company manages all complaints and Complainants equally, without any discrimination, in harmony with the procedure regulated by this Policy.
- 5.7. The complaints will be handled by:

a. Client Support Department

Upon receipt of a Complaint, the Client Support Department will send an electronic acknowledgment of receipt to the Complainant's registered email address in accordance with the Section "Acknowledging the Complaint".

The Client Support Department will investigate the grounds of the Complaint. If the grievance does not fall within the definition of 'Complaint' or falls outside the scope of this Policy, it will be referred to the appropriate department for further handling.

If the grievance is considered a valid Complaint, the Client Support Department will collect all relevant information and evidence from the Complainant and the system and/or relevant departments in order to analyse and evaluate the data.

b. Compliance Department

If the Client Support Department is unable to resolve the Complaint, it shall forward the Complaint to the Compliance Department. The Complainant, if he/she does not accept the solution offered by Client Support Department, is also entitled to approach the Compliance Department directly at compliance@oqtima.com. The Compliance Department will appoint a Compliance Officer for further investigation. The Compliance Department will perform an impartial assessment of the complaint and will provide you with a written response.

c. Directors of the Company

Within the organization of the Company, Directors of the Company represent the highest level of authority in deciding the settlement of complaints. Directors of the Company shall settle those complaints which cannot be managed within the above procedures. They shall take into account the opinion of the Compliance Department.

The employees of the Company who participated in the measure related to the complaint or made a decision that is subject to the complaint must not participate in making any decision related to the complaint. Such employees must provide every reasonable help to settle the complaint as soon as possible and in the interest of the Complainant.

6. Response to Complaints

Additional Information on Complaints

- 6.1. The Company may require, in writing, at any given time during the examination and handling of complaints from the Complainant to provide additional information, clarification and/or documentation. The Complainant's full cooperation is essential in order for the Company's investigation to be concluded effectively.
- 6.2. The Company may decide to extend the investigation timeframe if the Complainant takes an extended period to respond or fails to provide a response within a reasonable or designated timeframe. However, if the Complainant does not cooperate or respond despite reasonable attempts, the Company may consider the matter closed, with all efforts to obtain feedback from the Complainant documented.

Communicating the resolution to the Complainant

- 6.3. The Company shall notify the Complainant upon the closure of a Complaint.
- 6.4. As per the timeframes depicted, the Company will send written communication to the Complainant after the investigation and closure of a Complaint with the following details:
 - a. an overview of the Complaint
 - b. issues which have been considered in the investigation
 - c. outcome of the investigation
 - d. any applicable remedy and timeframe for the Customer to confirm acceptance or non-acceptance of the proposed remedy
 - e. the Complainant's right to lodge a Complaint to the FSA if unsatisfied
 - f. the contact details of the FSA
- 6.5. The Company is entitled to treat a Complaint as closed in the following circumstances, among others:
 - a. where it is determined that no further action is required by the Customer and/or the Company, upon the issuance of the final decision by the Company; and/or
 - b. where the matter has been mutually resolved; and/or

- c. where the Customer has failed to respond promptly and adequately to the questions and requests of the Company; and/or
 - d. where the Company has given a substantive response and the Customer has failed to indicate that the response is unsatisfactory and/or substantiate the claim with relevant data, within a reasonable timeframe.
- 6.6. The Company reserves the right to dismiss a Complaint raised by a Client which does not comply with this Policy or where one of the following occurs:
- a. The Client did not comply with the provisions of the Client Agreement.
 - b. The incident has not been explained in an accurate manner.
 - c. The Client uses obscene and/or offensive language.
 - d. The Client insults or threatens the Company or any of its employees.

7. Vulnerable Complainants

- 7.1. The Company recognises that certain customers may, due to their personal circumstances, be considered vulnerable consumers as defined under the Financial Consumer Protection (Complaint Handling) Regulations, 2024.
- 7.2. A vulnerable consumer is a person who, because of their personal situation, is more susceptible to harm—particularly when the Company is not acting with appropriate levels of care. This may include, but is not limited to, elderly individuals, persons with disabilities, language barriers, or financial distress.
- 7.3. In all such cases, the Company is committed to ensuring that Complaints from vulnerable consumers are handled with heightened sensitivity, confidentiality, and priority.
- 7.4. Where a Complaint is submitted on behalf of a vulnerable customer by a third party, the Company may, in appropriate circumstances, waive the requirement of a signed authorisation letter, subject to internal assessment and provided that such waiver aligns with the guidance and discretion of the Competent Authority.
- 7.5. Nevertheless, in most cases, the Company will request:
- a. Identification of the complainant and the authorised representative;
 - b. The relationship between them;
 - c. The reason why the vulnerable complainant cannot lodge the complaint directly; and
 - d. A signed authorisation form (see Appendix 1).

Each case of a vulnerable complainant will be reviewed individually, with the aim of striking a fair balance between regulatory compliance, customer protection, and practical needs.

8. Resident Complaints Officer

- 8.1. The Company maintains a dedicated Resident Complaints Officer responsible for the effective oversight and administration of the complaints handling process outlined in this Policy.
- 8.2. The Complaints Officer ensures that all complaints are managed with independence, objectively and in a timely and efficient manner. This includes overseeing the investigation and resolution of complaints, ensuring appropriate communication with complainants throughout the process and maintaining the overall integrity and effectiveness of the Company's complaints handling framework.
- 8.3. The Complaints Officer is also tasked with monitoring trends, identifying recurring issues, and contributing to the continuous improvement of the complaints management process.
- 8.4. The Company ensures that all relevant employees, including the Resident Complaints Officer and other staff involved in complaint handling, receive regular training to manage consumer complaints in an effective and time-bound manner. The Company shall also provide the necessary resources to its employees to enable them to carry out their responsibilities efficiently.

9. General provisions

- 9.1. The Company is entitled to consider a Complaint as closed in any of the following instances:
 - a. upon the Company's final decision no further action is required by the Company or the Client;
 - b. upon the Company's final decision and where the matter has been mutually resolved;
 - c. where the Client has failed to respond in a timely manner in an adequate way to the Company's questions and/or requests not enabling the Company to conclude their assessment or investigation.

10. Settlement of Disputes

- 10.1. When disputes between the Company and the Complainant cannot be settled by the official Company Complaints' procedure available on the Company's website, the Complainant may source alternative options to lodge their Complaint, including submitting it to the FSA.
- 10.2. If further to the investigation conducted by the Company, the Complaint of the Customer is rejected by the Company and/or is not resolved, the Complainant may lodge an appeal to the FSA for further review and investigation.
- 10.3. More information for the Complainant is accessible on the FSA website at <https://fsaseychelles.sc/complaint-handling>, as well as below:

Financial Services Authority (FSA):
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It is mandatory for complainants to fill in the Complaints Handling Form before any complaint is investigated

by the Financial Services Authority. All the information indicated on the form must be provided. The Complaint Handling Form, which is available on the FSA website can be submitted by any of the following ways:	
1) Email address:	complaints@fsaseychelles.sc
2) Formal letter addressed to:	The Chief Executive Officer Policy (Information & Communication Unit) Financial Services Authority Bois De Rose Avenue P.O Box 991, Victoria Mahé, Seychelles
3) Hand-delivered directly to the Authority:	Bois De Rose Avenue, P.O. Box 991, Victoria, Mahe, Seychelles
Link to complaint handling form	https://fsaseychelles.sc/other-fsa-documents/complaint-form/download

11. Record Keeping of the Complaints

11.1. The Company shall register all complaints. The register shall record at least the following information:

- the Complainant's name, registered email and account number(s);
- the date of receiving the complaint;
- the product or service complained about;
- brief details of the complaint;
- any action taken and decisions made (in case of rejection, the reasoning for the rejection); and
- the date the complaint is resolved.

11.2. The Company shall preserve the record of all complaints for a minimum period of seven (7) years after the receipt of the complaint. Compliance Department will analyse, on an ongoing basis, complaints handling data, in order to identify and address the causes of the individual complaints and/or any recurring or systematic problems and/or any potential legal and operational risks. Subsequently the relevant person or department should be informed and if necessary, take corrective action.

Appendix 1: Declaration of Authorisation for Vulnerable Consumers

OQTIMA INT. LTD

(the "Company")

This form is to be completed in cases where a consumer, identified as vulnerable in accordance with internal policies and the applicable legislation, wishes to authorise a third party (hereinafter referred to as the "Authorised Representative") to act on their behalf in submitting or managing a complaint with the Company.

1. Details of the Vulnerable Consumer

Full Name: _____

ID/Passport Number: _____

Date of Birth: _____

Residential Address: _____

Email Address: _____

Telephone Number: _____

2. Nature and Scope of Authorisation

I, the undersigned, hereby confirm that I authorise the above-named person to act on my behalf with respect to the following (tick all that apply):

- ☐ Submitting a complaint to the Company
- ☐ Receiving communication and updates regarding the complaint
- ☐ Providing additional information or documentation as required
- ☐ Accepting or rejecting proposed resolutions
- ☐ Withdrawing or closing the complaint

This authorisation is granted due to (tick applicable reason):

- ☐ Cognitive impairment
- ☐ Language or literacy barriers

- ☐ Mental or physical health difficulties
- ☐ Age-related challenges
- ☐ Other (please specify): _____

3. Declaration

I confirm that this authorisation is granted voluntarily and with full understanding of its implications. I understand that I may revoke this authorisation at any time in writing. I further confirm that the Authorised Representative is acting in my best interest and will comply with all applicable confidentiality obligations.

Signed at [Location] on this ____ day of _____, 2025

Signature of Vulnerable Consumer: _____

Signature of Authorised Representative: _____

Name of Witness (if required): _____

Signature of Witness: _____

For Internal Use Only

- ☐ Verified ID of Vulnerable Consumer
 - ☐ Verified ID of Authorised Representative
 - ☐ Justification of Vulnerability Confirmed
 - ☐ Approval Granted by: _____
- Date: _____