Conflict of Interest Policy

Qube Markets Global Fintech Limited

16th September 2026

1. Introduction

This Qube Markets Global Fintech Limited (the "**Company**" or "**QUBE MARKETS**") is incorporated in the Union of Comoros and is authorised and regulated by the Anjouan Offshore Finance Authority ("**AOFA**") as an International Brokerage and Clearing House under Licence No. L16389/QMGFL.

The Company maintains this Conflicts of Interest Policy (the "**Policy**") to identify, prevent or appropriately manage actual, potential and perceived conflicts of interest that may arise in connection with the provision of its Services.

The Company seeks to conduct its business honestly, fairly and professionally and to maintain organisational and administrative arrangements reasonably designed to prevent conflicts of interest from adversely affecting the interests of Clients.

This Policy describes the circumstances which may constitute or give rise to conflicts of interest and the procedures and controls adopted by the Company to identify, manage and, where appropriate, disclose such conflicts.

1. Scope

This Policy applies to the Company, its directors, officers, employees, agents, representatives, Affiliates, and any person directly or indirectly linked to the Company by control (collectively, "**Relevant Persons**").

The objectives of this Policy are to establish clear standards of conduct and provide guidance on the behaviour expected of Relevant Persons in accordance with the Company's ethical and professional requirements; promote transparency in the conduct of the Company's business and minimise the risk of business-related conflicts of interest; ensure equitable treatment and fairness having regard to the interests of both the Company and its employees; formalise procedures for the identification, disclosure, assessment, approval, and ongoing review of activities that may give rise to actual, potential, or perceived conflicts of interest; and implement an objective framework for the disclosure and evaluation of personal or external interests that could conflict with the Company's interests.

2. Definitions

Affiliate have the meanings given to them in the Client Agreement.

Conflict of interest means any situation in which the interests of the Company, a Relevant Person, an Affiliate, another Client or third-party conflict, or may potentially conflict, with the interests of a Client in connection with the provision of Services.

Inducement means any fee, commission, monetary or non-monetary benefit, rebate, referral payment, remuneration or other benefit paid or received by the Company or a Relevant Person in connection with the provision of Services.

Third party means:

i. a product supplier;

ii. another provider; or

iii. an affiliate of a product supplier or provider.

Relevant Person means any director, officer, employee, agent, representative or other person whose services are placed at the disposal or under the control of the Company and who is involved in the provision of Services.

3. Inducements, Remuneration and Third-Party Benefits

The Company may pay or receive fees, commissions, rebates or other remuneration to or from third parties where such arrangements are connected with the Company's business, including arrangements with Introducing Brokers, Affiliates, payment providers, Liquidity Providers, technology providers and other service providers.

The Company shall take reasonable steps to ensure that any such arrangement does not improperly influence the Company's conduct toward a Client or materially impair the fair treatment of Clients.

Where a third-party remuneration arrangement gives rise to a material Conflict of Interest, the Company shall manage that conflict in accordance with this Policy and, where appropriate, provide sufficient disclosure to the affected Client.

Further information concerning remuneration paid to an Introducing Broker or Affiliate may be provided to the Client upon reasonable request, subject to Applicable Regulations and contractual confidentiality obligations.

4. Criteria of identifying conflicts of interest

When the Company deals/transacts with the Client, the Company (or an affiliate or some other person connected with the Company) may have an interest, relationship or arrangement in relation to the Transaction concerned or that it conflicts with the Client's interest. The Company hereby identifies and discloses a range of situations and circumstances which may give rise to an actual and/or perceived conflict of interest, but not necessarily, be detrimental to the interests of one or more Clients.

For the purposes of identifying the types of conflicts of interest that may arise in the course of providing investment and ancillary services, or a combination thereof, and whose existence may damage the interest of a Client, the Company takes into account, by way of minimum criteria, the question of whether the Company or a Relevant Person, or a person directly or indirectly linked by control to the Company, is in any of the following discordant situations, whether as a result of providing investment or ancillary services or investment activities or otherwise:

a. The Company or a Relevant Person 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;

b. The Company or a Relevant Person has a financial or other incentive to favour the interest of another Client or group of Clients over the interests of the Client;

c. The Company or a Relevant Person carries on the same business as the Client;

d. The Company or a Relevant Person 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 monies, goods or services or any other financial interest as defined herein, other than the standard commission or fee for that service.

5. Identification of Conflicts of Interest

The Company has identified the following circumstances which constitute or may give rise to a conflict of interest entailing a risk of damage to the interests of one or more Clients, as a result of providing investment services:

a. the Company may be providing other services to affiliates or other Clients of the Company who may have interests in Financial Instruments or Underlying Assets, which are in conflict or in competition with the Client's interests;

b. the Company is likely to make a financial gain, or avoid a financial loss, at the expense of the client;

c. the Company's remuneration scheme may award its employees based on the trading volume etc.;

d. the Company or a Relevant Person may receive or pay inducements to or from third parties due to the referral of new Clients or Clients' trading in the form of monies, goods or services or any other financial interest as defined herein, other than the standard commission or fee for that service;

e. Any market information, training and discussions as regards possible market trends should not be construed as trading/investment advice. It is the client responsibility to perform its own market research before entering into any position;

f. The possible use or dissemination of confidential information derived from business units of the Company such as front running, where applicable for the Company;

g. In some cases, the Company may trade its proprietary positions and at the same time may have knowledge of Client's future transactions via stop limit orders, as applicable.

6. General Procedures and Controls for Preventing and Managing Conflicts of Interests

In general, the procedures and controls that the Company follows to manage the identified conflicts of interest include the following measures (the list is not exhaustive):

a. All employees of the Company shall become aware of the Policy and the Compliance Officer shall ensure that the relevant employees have the ability and knowledge to identify such cases of conflict of interests. The Compliance Officer, if deemed necessary, shall verify that all employees (including newcomers) are aware of the above.

b. The Company undertakes ongoing monitoring of business activities to ensure that internal controls are appropriate.

c. The Company undertakes effective procedures to prevent or control the exchange of information between Relevant Persons engaged in activities involving a risk of a conflict of interest where the exchange of that information may harm the interests of one or more Clients.

d. Measures to prevent or limit any person from exercising inappropriate influence over the way in which the Relevant Person carries out investment services.

e. Measures to prevent or control the simultaneous or sequential involvement of a Relevant Person in separate investment services where such involvement may impair the proper management of conflicts of interest.

f. A policy designed to limit the conflict of interest arising from the giving and receiving of inducements.

g. Procedures governing access to electronic data.

h. Segregation of duties that may give rise to conflicts of interest if carried on by the same individual.

i. The Company, when providing copy trading, shall return any fees, commissions or any monetary benefits paid or provided by any third party or a person acting on behalf of a third party as soon as reasonably possible after receipt. All fees, commissions or monetary benefits received from third parties in relation to the provision of copy trading shall be transferred in full to the client.

The Company, when providing copy trading shall not accept non-monetary benefits, that are not listed below:

a. information or documentation relating to a financial instrument or an investment service, is generic in nature or personalised to reflect the circumstances of an individual client;

b. written material from a third party that is commissioned and paid for by an corporate issuer or potential issuer to promote a new issuance by the company, or where the third party firm is contractually engaged and paid by the issuer to produce such material on an ongoing basis, provided that the relationship is clearly disclosed in the material and that the material is made available at the same time to any investment firms wishing to receive it or to the general public;

c. participation in conferences, seminars and other training events on the benefits and features of a specific financial instrument or an investment service;

d. hospitality of a reasonable de minimis value, such as food and drink during a business meeting or a conference, seminar or other training events mentioned above; and

e. other minor non-monetary benefits which might be capable of enhancing the quality of service provided to a client and, having regard to the total level of benefits provided by one entity or group of entities, are of a scale and nature that are unlikely to impair compliance with an investment firm's duty to act in the best interest of the client.

j. In accordance with an employee's obligation to act in the best interest of his or her employer, it is not permissible for employees to engage in conduct that would amount to a Conflict of Interest with the Company. Staff that fail to disclose a potential or actual conflict in accordance with this Policy may be liable to disciplinary procedures as governed by relevant industrial awards or agreements.

k. Establishment of Compliance Department to monitor and report on the above to the Company's Board of Directors.

l. Prohibition on officers and employees of the Company having external business interests conflicting with the interests of the Company without the prior approval of the Company's board of directors.

7. Specific Identification of Conflict of Interest and Measures for their Management

The Company is constantly conducting an in-depth analysis of its business and organizational arrangements including, inducement practices, remuneration practices and marketing communication procedures, to ensure that all likely conflict of interest situations are identified regardless of materiality.

8. Adoption, implementation and training:

a. Every staff member must have a copy of this Policy. If a potential Conflict of Interest arises, the transaction must first be discussed with management before entering the transaction.

b. The Company ensures that its staff and where appropriate, affiliates are aware of the contents of this Policy and appropriate training will be provided to staff where deemed necessary.

9. Disclosure of Information

If during the course of a business relationship with a Client or a group of Clients, the organizational or administrative arrangements/measures in place are not sufficient to avoid or manage a conflict of interest relating to that Client or group of Clients, the Company will disclose the conflict of interest before undertaking further business with the Client or a group of Clients in writing, at the earliest reasonable opportunity and inform the Client of this Policy and how it may be accessed. In addition the Company will inform the Client of the measures taken to avoid or mitigate the conflict; any ownership or financial interest, other than an immaterial financial interest, that the Company or representative may be or become eligible for; and the nature of any relationship or arrangement with a third party that gives rise to a conflict of interest in sufficient detail to enable the Client to understand the exact nature of the relationship.

10. Client's Consent

By entering into a Client Agreement with the Company for the provision of Investment Services, the Client is consenting to the application of this Policy on him/her. Further, the Client consents to, and authorises the Company to, deal with the Client in any manner which the Company considers appropriate, notwithstanding any conflict of interest or the existence of any interest in a Transaction, without prior reference to the Client.

In the event the Company is unable to deal with a conflict-of-interest situation it shall revert to the Client.

11. Amendment of the Policy and Additional Information

The Company reserves the right to review and/or amend its Policy and arrangements whenever it deems this appropriate according to the terms of the Client Agreement between the Company and the Client. This Policy is reviewed at least annually and is approved / adopted by the Board of Directors of the Company.

Should you require any further information and/or have any questions about conflicts of interest please direct your request and/or questions to support@qbmarkets.com

12. Non-compliance with this Policy

Non-compliance with this Policy and the procedures described in it may be misconduct and employees may be subject to disciplinary action that may lead to dismissal.

13. List of all Company's Affiliates

The Company may come to an agreement with various affiliates such as (the following list is not exhaustive):

Introducing Broker or Affiliate ("Introducer"): The Client might be introduced to the Company through a third person including but not limited to introducing broker or affiliate , the Client acknowledges that the Company is not bound by any separate agreements entered into between the Client and the Introducer. **It is also made clear that the Introducer is not authorized by us to bind the Company in any way, to offer credit in our name; to offer guarantees against losses; to offer or provide investment services or legal investment or tax advice in our name.** It is also stated that the Introducer is not authorized by us to collect money from you to deposit them in your Client Account and you should use the methods of depositing money accepted by the Company. The Client acknowledges that the Company shall pay the Introducer with inducements for the introduction of Clients. The fee is per activation of accounts. It is understood that the Client's turnover shall not be reduced as a result of the inducement paid to the Introducer.

Liquidity Provider: The Company uses an execution venue to transmit the orders for execution (straight-through processing). It is understood that when the Company arranges for the execution of Client Orders with an execution venue, it pays monthly commissions to the execution venue. Such a fee is designed to enhance the quality of the service offered to the Client.

Bank Account / Payment providers: The Company will keep merchant accounts in its name with bank accounts and various payment services providers used to settle payment transactions of its Clients. It is clarified that the accounts with payment services are not used for safekeeping of Client money but only to effect settlements of payment transactions.

14. Personal Account Dealing

Relevant Persons must not use confidential Client information or information obtained through their employment or engagement with the Company for personal benefit. The Company may impose restrictions, approval requirements, reporting obligations or prohibitions in relation to personal trading by Relevant Persons where such trading may create a Conflict of Interest with the Company or its Clients.

15. Names of any third parties in which the Company holds an ownership interest:

The Company shall identify and manage any ownership, control or group relationship which may give rise to a material Conflict of Interest. Where such a relationship creates a conflict which cannot otherwise be adequately managed, appropriate disclosure shall be made in accordance with this Policy.

Conclusion:

All representatives of the Company including key individuals and management are required to be dedicated to upholding the highest level of integrity and ethical conduct in all of their activities and relationships with all stakeholders.

REVISION HISTORY

Version	Date	Section / Clause	Description of Amendment
1.0	16 September 2026	Entire Document	Initial version issued.