



COMPLIANT POLICY

Qube Markets Group Limited

Updated on 7th May 2026



Information about our Complaints Procedure

Qube Markets Group Limited authorised and regulated by the Financial Services Commission, Mauritius (the 'FSC') under licence NO. GB26205767. (“we”, “our”, or “us”) strives to build strong, long-lasting relationships with all our stakeholders, including and most importantly with our clients. In keeping with this, we view your comments, suggestions and concerns as matters of premiere importance. We also recognize that a client's dissatisfaction is an opportunity for us to improve by enhancing our products and level of service.

1. Submitting your Complaint

You may submit your complaint in writing and addressed to the Complaints Management Function of the Company who is authorized to handle and investigate complaints that may be submitted to them from our clients.

You are encouraged to use the Complaints Form attached herein and submit it electronically at the following email address: support@qbmarkets.com

2. Handling of your Complaint

2.1 We will acknowledge receipt of your complaint, and we will review it carefully, investigate the circumstances surrounding your complaint and will try to resolve it without undue delay.

2.2 We shall make every effort to investigate your complaint and provide you with the outcome of our investigation within 30 working days from receipt thereof. One of our officers may contact you directly (including communication by email or phone) to obtain, where needed, further clarifications and information relating to your complaint. Please note that in case we do not receive any response from you within the period of one (1) month, your complaint shall be considered as “waived/closed” and no further investigation shall be pending. We will require your full cooperation to expedite the investigation and possible resolution of your complaint.

3. When to Make a Complaint - Time Restraints

3.1 Given the high leverage, fast moving nature of the Over-the-Counter (OTC) Market, and the risks associated with electronic trading thereon, any discrepancies on Account statements must be reported to us, in writing, within forty-eight (48) hours of their occurrence. Failure to

object within the above-mentioned forty-eight (48) hour time period shall be deemed ratification by you of all actions taken by us prior to your receipt of such reports.

- 3.2 The fact that you have not received a Settlement/Trade Confirmation does not excuse you from raising potential objections as soon as possible, as described herein. You agree to bring to our attention any information received from us, which you have reason to believe is inconsistent with your own information. You understand, acknowledge and agree that errors, whether resulting in a profit or loss to you, shall be corrected, and your Account with us will be credited or debited in such manner and extent as to place your Account(s) with us, in the same position in which it would have been, if the error had not occurred.
- 3.3 Any complaint or dispute or difference whatsoever between us, must be dealt with in accordance with the Complaint Handling Procedures set forth herein and you agree that we shall have the right to resolve any complaint or dispute or difference whatsoever between us in accordance with the Complaint Handling Procedures set forth herein.
- 3.4 If the complaint or dispute cannot be resolved internally by us in accordance with our Complaint Handling Procedures set out herein, complainant may refer the matter to the approved dispute resolution scheme set forth in Section 9 hereinafter.

4. How to Make a Formal Complaint

- 4.1 Clients who wish to file a 'formal' complaint with our 'Compliance Department' are encouraged to use the Complaints Form published on our Website and submit it via email (with a copy of your identification documentation as provided during the account registration, along with attachments of the documentation as outlined below) to support@qbmarkets.com, along with attachments of the complaint form as outlined below.
- 4.2 All formal complaints must be forwarded to us in the manner set forth above, for action in accordance with the procedures described below.
- 4.3 The following information and documentation should, wherever possible, be obtained and recorded and provided to the 'Compliance Department' as part of your formal complaint, in order to ensure that the complaint is expedited in the most efficient and fair manner:
 - a) Account Number/User ID;
 - b) Name of client;
 - c) Contact details for client;
 - d) Phone;
 - e) Mobile;
 - f) e-mail;
 - g) Address details for client;
 - h) Details of the complaint (including time and date the matter leading to the complaint occurred,
 - i) the representative(s) involved in the complaint;
 - j) Nature of the complaint;
 - k) Remedies sought;
 - l) Attach any documentation or other material that may assist in the resolution of the complaint (including an initial written response to the allegations by the representative(s) involved).

5. Our Response and Acknowledgement

- 4.4 Upon receipt of a formal complaint, we will provide written acknowledgement of receipt of your complaint within five (5) Business Days of receiving your formal complaint. This will confirm that we are taking the necessary action needed to resolve the complaint and will also provide an approximate timeframe required in order to do so.
- 4.5 The written acknowledgement of receipt of your complaint will confirm that we are taking the necessary action needed to resolve the complaint and will contain details of our Complaints Handling Procedure.
- 4.6 We will send you a second written communication regarding your complaint, no later than fifteen (15) Business Days after the formal complaint was, containing a full account of the investigation activities planned, any findings thus far and, if appropriate, any offer of redress (the “Initial Response”).
- 4.7 This second response will again advise you of your rights, who is dealing with your formal complaint (this will normally be the ‘Compliance Department’) and how to contact that person.
- 4.8 In the situation whereby, the complainant responds to the Initial Response then again, we will acknowledge receipt of that response from the complainant within five (5) Business Days after the receipt of such (the “Acknowledgement of client’s Response to the Initial Response”).

6. Final Decision

- 6.1 Once we have completed your complaint’s investigation, we will write to you again and offer you a summary outcome of our investigation. Where applicable, it may also include a final offer of redress. Such letters will be marked clearly as the final response and will include details on how to seek further redress through the dispute resolution procedure set forth in Section 9 hereinafter if the complaint has not been resolved to the complainant’s satisfaction or, if the offer of redress is considered insufficient or inappropriate.
- 6.2 We will attempt to send the Final Response within a period of four (4) weeks from the date on which we received your formal complaint, or four (4) weeks after your acceptance or rejection of any offer of redress (where applicable), whichever comes first.
- 6.3 This may not always be the case as sometimes the complexity of the complaint may require more time to investigate fully. We will always abide by the applicable laws, rules and/or regulations in relation to a complaint and as such, we will always ensure that complainants are kept informed about their complaint and our activities in response to their complaint.

7. Holding Response

- 7.1 If, for whatever reason, we are unable to conclude the investigation and provide a Final Response (see below) to your complaint within the time limits set forth in Section 7.2 above, then we will issue what is called a Holding Response.

- 7.2 The purpose of this Holding Response is to inform the complainant of the reasons why we cannot provide a Final Response to your complaint within the time limits set forth above and

to provide a further indication of what is happening with your complaint and also to provide an indication of when you can expect to hear an update from us again.

- 7.3 In the event that you receive a Holding Response, we would invite you to discuss the matter personally with our Managing Director. The purpose of this step is to ensure that you (and your complaint) receive the highest priority in those situations where the complaint cannot be fully resolved through normal investigatory processes.

8. Further Redress

If, after contacting all parties, you remain dissatisfied with the outcome of your complaint, then you may seek further redress:

I. through the Financial Services Commission (FSC) of Mauritius, as indicated below:

Address: Office of Ombudsperson for Financial Services, 8th Floor, SICOM Tower, Wall Street.

Phone: (230) 460 0473/4

Fax: (230) 468 6473

Email: ombudspersonfs@ofsmauritius.org

Website: <https://www.fscmauritius.org/en/consumer-protection/complaintshandling>

A complaint falling outside the purview of the Office of Ombudsperson for Financial Services in respect of licensee(s) of the FSC may be filed with the FSC by completing the “Complaints Form Online”:

<https://www.fscmauritius.org/en/consumer-protection/complaintshandling/complaints-form>

II. through the dispute resolution procedure set forth in Section 9 hereinafter, if you so wish.

- 1) It is understood that your right to take legal action remains unaffected by the existence or
- 2) use of any complaint procedures referred to above.
- 3) In each instance, we would record upon the complaint file what advice was provided, and we would reclassify the complaint to note that it has been ‘Investigated but not resolved’.
- 4) Such claims are deemed to be investigated by us and reported to the FSC on this basis.

9. Dispute Resolution

9.1 In the event that following the completion of the complaints’ handling procedures described hereinabove, a dispute out of or in relation to this Agreement remains unsolved, the parties to such dispute (the “Parties”) must first use their respective best endeavors to consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable settlement of the dispute satisfactory to both Parties.

9.2 To such end the Parties must within seven (7) Business Days of a dispute arising convene a meeting between persons nominated by each Party (the “Appointed Persons”) and other relevant members of management to attempt to resolve the dispute.

9.3 If the Appointed Persons agree upon a resolution or disposition of the dispute, they will sign a statement setting out the terms of the resolution or disposition and the Parties will ensure that the resolution or disposition is fully and promptly carried out.

- 9.4 If the Appointed Persons do not reach such a settlement within a further period of fourteen (14) Business Days (the “Final Negotiation Date”), the dispute will be managed in accordance with provisions set forth hereinafter.
- 9.5 In the event that the dispute is not resolved and/or be settled prior to the Final Negotiation Date, it may upon the initiation of either Party be referred to binding arbitration to be conducted in accordance with the Commercial Code of Mauritius, Chapter 38 (1 January 1977) Title IX (the “Commercial Code Act”) and supplemented by the Mauritius Code of Civil Procedure, Chapter 213 (15 April 1920, as amended) (the “Arbitration Rules”).
- 9.6 Each Party will have the right to appoint an arbitrator and the two arbitrators appointed by the Parties will appoint a third arbitrator in accordance with the Arbitration Rules; no person shall be appointed as an arbitrator hereunder unless such person is unrelated to either Party, is fluent in the English language and has experience in ‘OTC Finance’ matters.
- 9.7 The arbitration procedures, both written and oral, will, be conducted in English with the place of arbitration being Mauritius.
- 9.8 The arbitral award shall be final and binding upon the Parties to this Agreement and the Parties to the arbitration agree to carry out such award without delay; any arbitral award made hereunder may be entered into a court of competent jurisdiction for execution thereof; the cost, fees and expenses of counsel to each Party, shall be subject to equitable allocation by the arbitrators.
- 9.9 If there is a conflict between the Arbitration Rules and the provisions of this Policy, the provisions of this Policy shall prevail.

10. Interim Relief - Injunctive Relief

- 10.1 Nothing set forth herein shall prevent either Party from applying to court for interim or injunctive relief.
- 10.2 Each party acknowledges that a breach of the provisions of this Agreement may cause the other Party irreparable injury and damage and, therefore, any such breach may be enjoined through injunctive proceedings, in addition to any other rights and remedies that may be available to either Party as per applicable law or in equity.

11. Complaints Register

- 11.1 The Company keeps a detailed record of all formal complaints it receives on an internal archive, as quickly as possible, and in an appropriate manner, in accordance with the applicable rules and regulations.
- 11.2 The Company is required to provide the FSC with information regarding the complaints it receives on a regular basis.

11.3 The Company shall maintain the information in its Complaints Register for a minimum period of five (5) years including detailed description of complaints and measures taken to resolve them according to internal procedures.

12. Review and Amendments

- 12.1 The Company reserves the right to review and/or amend its 'Complaints Handling Procedures' and any related arrangements and/or policies, at its sole discretion, whenever deems fit or appropriate.
- 12.2 The Company ensures that its 'Complaints Handling Procedures' and any related arrangements and/or policies are implemented and monitored on a periodic basis to ensure their effectiveness. In particular, the Company is set to review its 'Complaints Handling Procedures' and any related arrangements and/or policies at least annually, and, where appropriate, on an ad hoc basis to ensure it complies with applicable rules and regulations.
- 12.3 When this 'Complaints Handling Policy & Procedures' are modified (hereinafter referred to as "Change(s)") we will post such Changes on our Website(s) and/or otherwise notify our Clients of such Changes. Each such notification shall be deemed as sufficient notice, and it is our Clients duty to consult and/or to check regularly these 'Complaints Handling Procedures' on our Website(s) regarding any such Changes. Therefore, Clients are encouraged to review these 'Complaints Handling Procedures' from time to time to ensure that they are aware of any Changes.
- 12.4 Any questions about these 'Complaints Handling Procedures' can be directed to our 'Compliance Department'.

[The complaint form can be found in the next page.]

Possible documentation to be provided (client statement, correspondence with the Company as well as any other supporting documentation to be requested by the Compliance Officer which is relevant to the Client's complaint).

Date and place

Client Signature

<u>For internal use only:</u>			
Complaint Received By:	Date:		
Acknowledgement sent to Client:	<input type="checkbox"/> Yes	-	<input type="checkbox"/> No
Informed Client of initial action:	<input type="checkbox"/> Yes	-	<input type="checkbox"/> No
Final response provided to Client:	<input type="checkbox"/> Yes	-	<input type="checkbox"/> No
Holding response provided to Client:	<input type="checkbox"/> Yes	-	<input type="checkbox"/> No - <input type="checkbox"/> N/A
Signature of Compliance Officer:	Date:		