Conflict of Interest Policy

Quadcode Markets is the trade name of IQBROKER EUROPE LTD (formerly IQOption Europe Ltd). IQBroker Europe Ltd with Registration No. HE327751 and registered office at 82nd road, 4 Kato Polemidia, 4153, Limassol, Cyprus (hereinafter referred to as the "Company"), is an investment firm with license no. 247/14 that is authorized and regulated by the Cyprus Securities and Exchange Commission (hereinafter referred to as the "CySEC" or "Commission").

The domain name quadcodemarkets.com is owned and operated exclusively by the Company.

Following the implementation of the Second Markets in Financial Instruments Directive (MiFID II) and in accordance with the provisions of the Financial Services and Activities and Regulated Markets Law L. 87(I)/2017 (hereinafter collectively referred to as the "Law"), IQBroker Europe Ltd (the "Company") is required to establish and provide its clients and potential clients a Conflicts of Interest Policy (the "Policy") and take all reasonable steps to implement effective procedures for the identification, prevention, and management of conflicts of interest.

1. Interpretation of Terms

In this Policy, except where the context otherwise requires, the following terms shall have the following meaning:

Company:	shall mean IQBROKER EUROPE LTD (formerly IQOption Europe Ltd), a Cyprus Investment Firm with registration number HE327751 formed under the Laws of Cyprus and regulated by the 'Cyprus Securities and Exchange Commission (CySEC)' with license number 247/14 and with its registered office at Leoforos Spyrou Kyprianou Street & Evgeniou Voulgareos, 82nd road, Number 2, 4153 Kato Polemidia, Limassol, Cyprus.
Client(s):	shall include all existing and potential Clients of the Company, regardless of their categorization.
Conflict of Interest:	entails a situation in which the Company, a relevant person, or a person directly or indirectly linked by control to the Company: (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 financial or other incentive to favour the interest of another Client or group of clients over the interests of the Client;

(d) carries on the same business as the Client;

(e) 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 or non-monetary benefits or services.

Inducements:	shall mean incentives (i.e., a fee, commission, or non-monetary benefit) that persuade or lead someone to act in a particular way and/or make particular decisions.
Relevant Persons:	shall include directors, partners, managers or appointed representatives, employees, business introducers (affiliates), legal or natural persons involved in the provision of services to the Company, in particular those who provide services under an outsourcing agreement, and any other related parties.

2. Purpose & Scope of the Policy

The Policy sets out the Company's procedures and clearly identifies circumstances that may give rise to conflicts of interest where the Company cannot ensure, with reasonable confidence, that risk of damage to client interests will be prevented.

The Policy identifies the possible types of conflict of interest that arise in the course of the Company providing investment and ancillary services (or a combination thereof) and whose existence may damage the interests of a client, as well as the procedure for such identification and the measures taken by the Company to prevent, manage or limit such conflicts.

The Policy is set out in writing and is appropriate to the size and organization of the Company, and the nature, scale, and complexity of its business.

The Policy applies to the Company and its directors, managers, employees, affiliates, and any other persons directly or indirectly linked by control to the Company ("relevant persons"), whether as a result of providing investment or ancillary services or investment activities or otherwise. In defining the Policy, the Company takes into account the situations and Conflicts of Interest arising as a result of the structure and business activities of other members of the group and/or related parties.

The Policy identifies the procedures and measures taken by the Company which are designed to ensure that relevant persons engaged in different business activities involving a conflict of interest (as specified above) carry on those activities at a level of independence appropriate to the size and activities of the Company, and to the materiality of the risk of damage to the interests of clients.

The Policy's procedures are aimed at:

- Preventing and 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;

- Separating the supervision of relevant persons whose principal functions involve carrying out activities on behalf of, or providing services to, clients whose interests may conflict or who otherwise represent different interests that may conflict, including those of the Company;

- Removing any direct link between the remuneration of relevant persons principally engaged in one activity and the remuneration of, or revenues generated by, different relevant persons principally engaged in another activity, where a conflict of interest may arise in relation to those activities;

- Taking measures to prevent or limit any person from exercising inappropriate influence over the way in which a relevant person carries out investment or ancillary services or activities;

- Taking measures to prevent or control the simultaneous or sequential involvement of a relevant person in separate investment or ancillary services or activities, where such involvement may impair the proper management of conflicts of interest.

If the adoption or practice of any of the above measures/procedures does not ensure that requisite degree of independence, the Company adopts such alternative or additional measures/procedures as are necessary and appropriate for those purposes.

3. Identification of Potential Sources of Conflicts of Interest

Taking into consideration the services the Company is offering, potential sources of Conflicts of Interest may arise as a result of:

3.1. The Investment services and/or ancillary services (or a combination thereof) provided by the Company to, for, with, and/or on behalf of its Clients:

3.1.1. The matching of Client Orders, in relation to financial products/instruments (namely Contracts for Differences (CFDs) and Options) with those of another

Client, as such acting on both Clients' behalf;

3.1.2. The Company may be providing services to other clients of the Company who may have interests in Financial Instruments, which are in Conflict or in competition with Client interests;

3.1.3. The Company is dealing with Clients as a counterparty and, as such, profits from Clients' losses;

3.1.4. The Company may have an interest that is contrary to Clients' transactions, e.g., when the Client trades in securities or Underlying Markets where the Company acts as a market maker or when the Company wishes to invest in the same Financial Instrument as the Client;

3.1.5. The maximizing of trading volumes in order to increase revenues, which may directly conflict with the Client's interest if that interest is in minimizing the volume of trades they perform.

3.1.6. Any other inducements received or granted by or to third parties in connection with investment services and/or ancillary services (or a combination thereof).

3.2. Inducements, commissions, remuneration, gifts, etc.

3.2.1. Implicit trading costs or commissions pertain in the form of mark-ups or markdowns on independently sourced prices.

3.2.2. Performance-based remuneration and/or inducements granted or paid to employees of the Company, by the Company, which may negatively affect the Client and incentivize aggressive marketing tactics and repeated phone call making;

3.2.3. Remuneration and/or inducements granted or paid to third parties (affiliates or business introducers) based on referral and onboarding of new clients, which may negatively affect the Client and incentivize aggressive marketing tactics and the use of misleading information;

3.2.4. Remuneration and/or inducements granted or paid to third parties who provide services under an outsourcing agreement, if such remuneration incentivizes practices that are in conflict with the interests of the Company's clients;

It should be noted that the above scenarios do not necessarily give rise to a 'Conflict of Interest' or to any material damage to the Client, but are disclosed in the interest of full transparency. The above scenarios should be considered in relation to the procedures and measures implemented by the Company in order to manage or limit their impact.

4. Managing Conflicts of Interest

The Company maintains and operates effective organizational and administrative procedures in order to manage and prevent any conflict of interest that may arise and may constitute or give rise to a risk of damage to our clients' interests.

This section of the Policy will outline the measures taken by the Company in general, as well as in respect of the above list of identified possible Conflicts of Interest (where applicable).

5. General Measures

1. The Company has in place an Internal Operations Manual (IOM) consisting of internal policies, measures, procedures, and controls created with the interests of the Company's Clients in mind. The IOM is monitored on an ongoing basis and reviewed to ensure that it is up-to-date, reflecting all relevant legislation, relevant, and effective;

2. The Company has in place procedures for the employment of persons who are considered knowledgeable and competent, as well as for training of the said employees;

3. The Company has in place procedures for the due diligence of third persons/outsourced providers to ensure they are competent to perform the services assigned to them. In addition, the Compliance Function is monitoring the performance of such third parties to ensure compliance with the Terms of the service agreement;

4. The Company has implemented procedures governing access to electronic data so that persons engaged in each department do not have direct physical access to records and information concerning the subject matter of another department and which are not considered necessary for the execution of specific work;

5. The Company has separate supervision and segregation of departments / functions that provide services to clients, whose interests may conflict with those of other clients or with the interests of the Company;

6. The Company segregates all responsibilities that, if performed by the same employee, may give rise to a conflict;

7. Information Barriers: The Company respects the confidentiality of information it receives from and about its Clients and operates a 'Need to Know' approach. Access to confidential information is restricted to those who have proper and lawful rights to the information consistent with the interest of a Client of the Company.

8. The Company has applied "Chinese walls" and physical separation of key departments with the aim of restricting the flow of confidential and inside information within the Company;

9. The Company prevents or limits any person from exercising inappropriate influence over the way in which a relevant person provides Investment or Ancillary Services or Activities;

10. Establishment of an in-house Compliance Function whose responsibilities include the monitoring of the effectiveness of and compliance with the Company's procedures and policies, including the identification of potential Conflicts of Interest whilst making recommendations for their management/limitation. The Compliance Function is further

responsible for ensuring that the Company is complying at all times with its governing legislation, as well as preventing the misuse of insider information and market manipulation;

11. The Company has appointed an Internal Auditor to ensure appropriate systems and controls are maintained and properly reported to the Company's Board of Directors

12. The Company has established the "4-eyes" principle in supervising the Company's activities;

13. The Company has procedures related to personal account dealing applicable to relevant persons in relation to their own investments. Under the Company's rules, restrictions are placed on personal transactions, and any accounts held by relevant persons/employees of the Company, must be identified immediately to the Company's Compliance Function. Such transactions and accounts are then monitored in order to identify any potential breaches of the Company's rules in this area.

14. The Company does not currently take into account Environmental, Social and Governance (ESG) considerations[1] in the design of any financial products or services it makes available to its Clients. As such, it is not susceptible to any incentive to exaggerate the degree to which the Company's products and/or services incorporate ESG considerations to attract "green" traders.

15. The Company does not create or market any products having as underlying assets any assets that may be included, from time to time, in the Company's proprietary portfolio.

6. Measures in relation to the Investment services and/or ancillary services of the Company:

1. Client orders are executed in line with the Company's 'Order Execution Policy' which requires the Company to take all sufficient steps to achieve the best overall trading results for Clients;

2. The Company does not provide any preferential treatment to any one Client or group of Clients, and warrants that it ensures fair treatment to all Clients and their orders;

3. The Company's internal systems automatically execute Client orders/transactions in the order they are received.

4. The quoted prices upon which Client orders are executed are derived from external benchmarks, based on data received from independent market data providers or publicly available sources.

[1] The ESG framework is based on DIRECTIVE (EU) 2022/2464 amending Regulation (EU) No 537/2014, Directive 2004/109/EC, Directive 2006/43/EC and Directive 2013/34/EU, as regards corporate sustainability reporting (CSRD)

7. Measures in relation to Inducements, commissions, remuneration, gifts, etc.

1. **Employee Remuneration Policy:** The Company, in accordance with its governing legislation, does not award variable remuneration (bonuses) to employees based on any factors that may create a conflict of interest with the Clients they communicate with (if applicable). Employees are remunerated based on Key Performance Indicators (KPIs) relevant to their Departments, which are approved by the Compliance Function and the Board of Directors.

2. **Affiliate Remuneration:** The Company remunerates its affiliates (business introducers) for each prospective Client introduced. The principles of the affiliates' remuneration scheme are analysed in the section that follows.

8. Affiliates' Remuneration

The Company remunerates its affiliates (business introducers) on the basis of a single, predetermined fixed amount payment made to the affiliate who introduced the Client, once the Client completes the onboarding process. The once-off, fixed-amount payment:

(a) vests upon the satisfaction of certain qualitative and quantitative criteria, including the introduced Client making a deposit and a (low in value) trading threshold being reached

(b) is not proportionate and does not depend on either the amount of money deposited or the value of transactions executed on behalf of introduced Clients

(c) varies depending on the country of residence of the introduced Client

(d) Is paid out of the Company's own funds, and the introduced Client is not charged for any amount

Introduced Clients are subject to the same Terms and Conditions as non-introduced Clients and the same Costs and Charges apply.

The principles outlined hereabove apply from January 2024. Prior to that period, the Company remunerated its affiliates in two different ways:

(a) CPA plan, where an affiliate is remunerated a fixed and predetermined fee for each introduced client.

(b) On a commission basis/revenue share.

Details about previous affiliate remuneration plans can be provided upon request to compliance@quadcodemarkets.com.

9. Measures in relation to the Company's Group Structure / Outsourced Service Providers / Related parties:

- All arrangements and agreements with affiliated entities are concluded on an "arm's length" basis and in terms of the fees paid for the services received, they are subject to a transfer-pricing expert opinion.

- The Company has in place non-disclosure and confidentiality agreements with all related parties, outsourced service providers, or members of the group in relation to Clients' personal information;

- The Company controls the information communicated between group entities, related parties, and outsourced service providers to ensure no harm to the Clients' interests;

- The Company has a legal consultant who maintains a register of all the related party/outsourced provider payments made and assesses them in terms of Conflicts that may negatively affect Client's interests. Where relevant, these conflicts are disclosed in this Policy along with the mitigating factors applied to ensure the removal of any incentives for malpractice;

- The Compliance Function has in place monitoring procedures for the services provided by related parties and outsourced service providers;

10. Disclosure & Client Acceptance

Where the Company is aware of a conflict that may arise, and where the organizational and administrative arrangements established by the Company to prevent or manage this conflict are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of the client will be prevented, then the Company will disclose such risk to its clients.

Where disclosure of such conflict is not sufficient to manage the conflict, the Company may choose in its absolute discretion not to proceed with the transaction or matter giving rise to the conflict.

The Company reserves the rights to review this Policy whenever it deems appropriate. More information regarding this Policy can be provided upon request to compliance@quadcodemarkets.com.

By accepting the Company's Terms & Conditions, the Client accepts this Policy and the information contained within.