

# Conflict of Interest Policy

## 1. Introduction

As a registered Peer-to-Peer Financing Platform operator by the Securities Commission Malaysia (SC) in Malaysia, QuickKash Malaysia Sdn Bhd (QuickKash) is responsible for taking all reasonable steps to identify and manage any conflicts of interest that may arise within the business, in particular in relation to the operation of the Peer-to-Peer Financing Platform (the "Platform"). We are obliged to maintain and operate arrangements to prevent any conflict from giving rise to a material damage to the interests of QuickKash Members. We must also establish, implement and maintain an effective conflicts of interest policy. This document is our Conflicts of Interest Policy ("COI Policy") in so far as it applies to the operation of the Platform.

This includes conflicts between: (1) QuickKash, its employees or any third parties acting on its behalf and its Members; or (2) between Members of QuickKash, which mean both Issuers and Investors ("Members") using the Platform.

QuickKash is fully committed to ensuring that it complies with all its legal and regulatory obligations and that Members are always treated fairly. All QuickKash's employees (and relevant third parties) must comply with this COI Policy at all times. It is a requirement in the employment contract of every employee and any breach may lead to disciplinary proceedings, up to and including dismissal.

## 2. Identifying Conflicts of Interest

In identifying conflicts of interest, QuickKash will consider all of the factual circumstances. A conflict of interest which may give rise to a material risk of damage to Members' interests may arise for examples, where either QuickKash or any relevant third party could make a financial gain, or avoid a financial loss, at the expense of a Customer or has an interest in the outcome of a service provided to the Customer or of a transaction carried out on behalf of the Customer, which is distinct from the Customer's interest in that outcome.

Not all circumstances which appear to involve differing interests amongst the parties involved will constitute a conflict of interests. For instance, the right of an Investor lender under an Investment Note to receive capital and interest repayments does not conflict with the obligation of the Issuer to pay these amounts even though their interests may appear to be different. These are in fact different rights and obligations attributed to each party under a common contractual agreement between the parties.

## 3. Actual or Potential Conflicts Of Interest We Have Identified

By the nature of the Platform, QuickKash provides services to both Issuers and Investors.

We will charge the Issuer, the Processing fee, Platform fee, Penalty fee and Default fee for enabling them to post the Investment Requests and accepting the Offers on the Platform, as specified in the Issuer's Terms & Conditions and Terms & Conditions for Use of Platform and the Investment Note.

We charge Investors a Service Fee each time the repayment (repayment of principal and interest) is made to the Investor, be it on Daily, Monthly or Bullet Repayments.

Our rights and obligations in relation to such fees are as set out in the Issuer's and Investor's Terms and Conditions which set out the extent of our obligations to both Issuers and Investors. We will make appropriate disclosure of such arrangements in the rules applicable to any related promotions or otherwise on request.

#### **4. Employees**

A conflict of interest may arise where an employee has a direct or indirect interest in a transaction or is connected to a Member in any way (for example where an employee is a family member of a Member or has a personal shareholding in a Member's business). We require all employees to disclose any connection which could, or could be seen to, have the effect of compromising the judgment of any employees. Employees are required to notify us of any material interests of this kind that they may have. We do not pay employees any commission in relation to carrying on the business of QuickKash.

#### **5. Gifts and Entertainment**

Gifts and hospitality can lead to potential conflicts of interest. We have a strict policy regarding such issues.

#### **6. Managing Conflicts Of Interest**

QuickKash shall take all steps reasonable steps to maintain and operate effective organisational and administrative arrangements to identify and manage relevant conflicts and to prevent such conflicts from constituting or giving rise to a material risk of damage to the interests of our Members.

If we believe there is still a significant risk of damage to QuickKash Members, we will consider appropriate disclosure.

We will maintain appropriate policies and procedures as well as training to ensure employees identify circumstances which give rise to a potential conflict of interest and to enable them to manage such conflicts.

We will monitor conflicts which arise.

#### **7. Disclosure of Conflicts of Interest and Member Consent**

If we believe there is an actual or potential conflict of interest with a material and significant risk of damage to our Members which we cannot prevent, we will consider appropriate disclosure to our Members. The aim of disclosure is to enable the Member to make an informed decision in respect of the service before the service is commenced. We will always follow the SC's guidelines and other relevant regulations when making this disclosure.

#### **8. Recording Conflicts**

We shall keep an adequate record of all activity where a conflict of interest giving rise to a material risk of damage to the interests of one or more Members has arisen or, in the case of an ongoing service or activity, may arise.

## **9. Further Information**

We will review and update this COI Policy as required. Questions regarding this policy should be emailed to [compliance@quickash.com](mailto:compliance@quickash.com)