QMMFX LIMITED — Introducing Broker Agreement

Part 10 | Articles 63–73 | English Translation

Article 63 — Dispute Resolution and Competent Jurisdiction

63.1. The Parties shall first endeavor to resolve any dispute arising out of this Agreement through negotiations and official correspondence.

63.2. The IB shall submit any dispute or objection, together with relevant explanations and supporting documentation, through the official IB affairs channel at ib@qmmfx.com or any alternative official channel announced by the Company.

63.3. The Parties shall allow a reasonable opportunity to review the matter and attempt to resolve the dispute through negotiation.

63.4. If the dispute cannot be resolved through negotiation, it shall, subject to applicable mandatory laws, fall within the jurisdiction of the competent judicial or legal authorities at the place of official registration of QMMFX LIMITED in the Autonomous Island of Anjouan, Union of Comoros.

63.5. Nothing in this Article shall prevent the Company or the IB from seeking urgent or interim relief from a competent authority where delay may cause serious and irreparable harm.

Article 64 — Language of the Agreement

64.1. The original, official and governing version of this Agreement shall be in English.

64.2. QMMFX may translate and publish this Agreement in other languages, including Persian, for the convenience of IBs.

64.3. Translated versions are provided solely to facilitate access and understanding by users.

64.4. In the event of any conflict, difference in interpretation or inconsistency between the English version and any other translation, the English version shall prevail for interpretation and enforcement to the extent permitted by applicable law.

64.5. By accepting this Agreement, the IB acknowledges being aware that the English version governs.

Article 65 — Individual Agreements and Special Commercial Terms

65.1. QMMFX and the IB may agree on specific commercial terms, including: (a) commission rates; (b) Levels and Tiers; (c) Sub-IB structure; (d) Exclusive IB terms; (e) performance targets; (f) geographical territories; (g) incentive programs; and (h) other commercial terms.

65.2. An individual agreement may be established by a separate contract, addendum, approved commercial offer, IB Panel, or verifiable official correspondence.

65.3. In the event of a direct conflict between a valid individual agreement and this Agreement, the individual agreement shall prevail only in respect of the specific subject matter expressly addressed therein.

65.4. All other provisions of this Agreement not amended by the individual agreement shall remain in full force and effect.

Article 66 — Assignment of Rights and Obligations

66.1. The IB may not assign all or any part of its rights or obligations under this Agreement to a third party without the prior written consent of QMMFX.

66.2. IB status and its assigned structure are personal and subject to Company approval. A transfer of ownership of a business or a change of control of a legal entity may require renewed review by QMMFX.

66.3. QMMFX may assign its rights and obligations under this Agreement to a qualified successor or affiliate in connection with corporate restructuring, merger, business transfer, group reorganization or lawful transfer of operations, subject to applicable law.

Article 67 — Severability

67.1. If any article or part of this Agreement is held unlawful, invalid or unenforceable by a competent authority, the remaining provisions shall remain valid and enforceable to the fullest extent possible.

67.2. In such circumstances, the invalid provision shall, to the extent possible, be interpreted or limited so as to achieve the lawful and enforceable outcome closest to its original purpose.

67.3. The invalidity of one provision shall not, by itself, invalidate the entire Agreement unless continued performance without that provision is legally or practically impossible.

Article 68 — Entire Agreement

68.1. This Agreement, together with individual commercial terms, addenda and relevant official documents expressly declared applicable to the IB Program, constitutes the overall framework governing the cooperation between QMMFX and the IB.

68.2. Oral statements or informal correspondence not validly approved by the Company cannot amend the provisions of this Agreement.

68.3. No IB may claim, solely on the basis of an informal conversation, the existence of an obligation inconsistent with this Agreement unless the relevant arrangement has been verifiably approved by a person authorized to act on behalf of QMMFX.

Article 69 — Headings and Interpretation

69.1. Article headings are included solely for ease of reference and shall not, on their own, be used to restrict the meaning of an article.

69.2. Words in the singular may include the plural, and words in the plural may include the singular, as the context requires.

69.3. A reference to a person may, as appropriate, include a natural person or a legal entity.

69.4. Expressions such as “including” and “includes” shall not be interpreted as limiting the matters listed.

69.5. In the event of ambiguity, this Agreement shall be interpreted in light of its commercial purpose, the nature of the IB Program and applicable law.

Article 70 — Recordkeeping and Electronic Evidence

70.1. QMMFX may retain records relating to IB activities in accordance with applicable law for security and operational purposes, to evidence acceptance of the Agreement, to resolve disputes and to comply with legal requirements.

70.2. Such records may include: (a) the date and time of acceptance; (b) the version of the Agreement accepted; (c) the user account or IB identifier; (d) login records and related activities; (e) customary technical information, including IP addresses where permitted by applicable law; (f) records of changes to the terms of cooperation; (g) official correspondence and requests; and (h) commission and payment records.

70.3. The IB agrees that valid electronic records maintained by the Company may, to the extent permitted by applicable law, be relied upon as evidence of the acceptance and performance of this Agreement.

Article 71 — Electronic Acceptance

71.1. This Agreement may be accepted electronically and does not require a physical signature to become binding, unless otherwise required by applicable law.

71.2. Selecting the option to accept this Agreement and submitting an IB application constitutes the applicant's express declaration that: (a) the applicant has read the Agreement; (b) understands its provisions; (c) has had sufficient opportunity to review it; (d) accepts its terms; (e) the information supplied is accurate; and (f) the applicant has the necessary legal authority to accept it.

71.3. Where a person accepts this Agreement on behalf of a company or other legal entity, that person confirms having the requisite authority to bind that legal entity.

71.4. Electronic acceptance of this Agreement does not, by itself, constitute approval of an IB application; final activation of IB status remains subject to QMMFX approval.

Article 72 — Company Information and Contact Details

Legal Name: QMMFX LIMITED

Trading Name: QMMFX

Registration Number: L15620

Place of Registration: Autonomous Island of Anjouan, Union of Comoros

Official Website: qmmfx.com

Support Email: support@qmmfx.com

IB Affairs and IB Program Disputes: ib@qmmfx.com

The Company may update the above contact details in the future, and the latest official information announced by QMMFX shall apply.

Article 73 — Final IB Acknowledgment

By accepting this Agreement, the applicant acknowledges and declares that: (a) the applicant has read all provisions of this Agreement; (b) understands the independent nature of the relationship with QMMFX; (c) understands that the IB is not a legal representative, employee or partner of QMMFX; (d) is aware of the general method of calculating and paying commissions and the possibility of individual terms; (e) is aware of QMMFX's right to review trades and prevent abuse of the Program; (f) accepts the restrictions concerning advertising, profit guarantees, receipt of funds and management of client accounts; (g) is aware that the terms of this Agreement may be amended in accordance with its provisions; (h) understands that the English version is the original and governing version of this Agreement; and (i) accepts this Agreement freely and voluntarily.