QMMFX LIMITED

Introducing Broker (IB) Agreement — English Translation

Part 6 | Articles 31–38

Article 31 — Prohibition of Abuse of the IB Program

31.1. The IB shall not use the QMMFX cooperation program as a means of generating fictitious trades or obtaining income from activities lacking a genuine economic purpose.

31.2. The following may constitute examples of abuse of the program: (a) creating fictitious accounts; (b) impersonating others or using their identities without authorization; (c) arranging trades solely to generate commissions; (d) coordinating multiple accounts to circumvent system controls; (e) exploiting technical defects or errors; (f) providing false information to the Company during an investigation; and (g) attempting to conceal the true ownership or control of accounts for the purpose of abusing the program.

31.3. Where a violation is established, QMMFX may, proportionate to its severity and nature, take one or more of the following actions: (a) exclude ineligible trades from commission calculations; (b) suspend commissions subject to investigation; (c) correct amounts arising from a proven error; (d) modify or restrict IB program terms; (e) temporarily deactivate the panel; (f) terminate cooperation in cases of material breach; and (g) seek recovery of damages or amounts improperly paid as a result of proven fraud or misconduct, to the extent permitted by applicable law.

31.4. The foregoing measures shall not prevent the Company from exercising any other statutory or contractual rights.

Article 32 — General Principles of Marketing and Advertising

32.1. The IB may conduct marketing and advertising to introduce QMMFX services and attract prospective clients in accordance with this Agreement, the Company’s official documents, and applicable law.

32.2. Provided the IB’s advertising remains within the framework established by QMMFX, this Agreement, the Client Agreement, and applicable law, prior Company approval is not required for each advertising item, unless the Company requires prior approval for a particular campaign, region, medium, or category of advertising.

32.3. The IB is fully responsible for advertising content, statements, promises, analyses, messages, and information independently published by the IB.

32.4. The IB shall ensure that its advertising: (a) does not contain false or misleading information; (b) does not conceal or downplay financial-market risks; (c) does not promise certain or guaranteed profits; (d) does not bind QMMFX to terms outside its official documents; (e) does not misrepresent the legal relationship between the IB and QMMFX; and (f) does not violate the laws of the jurisdiction in which the advertisement is published.

32.5. If the Company reasonably determines that content violates this Agreement, applicable law, third-party rights, or QMMFX’s business reputation, QMMFX may request that the IB correct, discontinue, or remove it.

32.6. The IB shall comply with a justified Company request to correct or remove noncompliant content within the reasonable period specified by the Company.

32.7. The absence of a prior-approval requirement does not constitute QMMFX’s endorsement, assumption of liability, or guarantee of the accuracy of content published by the IB.

Article 33 — Independence of IB Advertising and No Authority to Bind the Company

33.1. Advertising, promises, agreements, statements, and content independently produced by the IB shall not form part of the official contractual terms between QMMFX and a client, except where officially and demonstrably approved by QMMFX.

33.2. The contractual relationship between a client and QMMFX is governed exclusively by the Company's official documents, including the Client Agreement and other applicable terms and policies.

33.3. The IB may not modify or restrict the Client Agreement or any other official QMMFX document, or create new obligations for the Company, through advertising or personal communications.

33.4. If the IB gives a client an unauthorized promise, guarantee, or undertaking, primary responsibility shall rest with the IB, to the extent permitted by applicable law.

33.5. No client should assume, solely on the basis of informal IB statements, that terms different from QMMFX's official documents apply to the client's account.

33.6. QMMFX may investigate complaints relating to IB advertising or statements and take appropriate contractual measures based on its findings.

Article 34 — Use of the QMMFX Name, Trademarks, and Logo

34.1. While the cooperation remains active, the IB may use the QMMFX trade name, logos, and other brand assets made available by the Company for public or IB use for legitimate promotional and marketing purposes, in accordance with the Company's brand guidelines.

34.2. Permission to use the QMMFX name and trademarks is (a) limited, (b) revocable, (c) non-transferable, (d) non-exclusive, and (e) solely for purposes related to the cooperation contemplated by this Agreement.

34.3. Ownership of all trademarks, trade names, logos, designs, content, and other intellectual property rights shall remain with QMMFX or their respective lawful owners.

34.4. The IB shall not: (a) register ownership of QMMFX trademarks in its own name; (b) materially alter the Company logo or brand in a way that distorts its identity; (c) use the QMMFX brand for unlawful or misleading activities; (d) create, without authorization, a domain, trade name, or account misleadingly presented as an official Company website or account; or (e) use the brand in a manner that seriously harms QMMFX's reputation or legitimate interests.

34.5. The IB may create QMMFX-related marketing pages, channels, or content, provided that the IB's independent status is appropriately disclosed where audiences might otherwise be confused.

34.6. Following termination, the IB shall, within a reasonable period, cease any use suggesting that it remains an active IB or current representative of QMMFX, unless otherwise authorized by the Company.

Article 35 — Prohibition of Profit Guarantees and Misleading Statements

35.1. Under no circumstances may the IB, on behalf of QMMFX or in connection with broker services: (a) promise fixed or guaranteed profits; (b) present a particular return as certain; (c) describe investing or trading as risk-free; (d) imply that a client cannot incur losses; (e) claim that QMMFX guarantees or compensates clients for trading losses, unless a formal program with specific written terms exists; or (f) present past performance as a guarantee of future results.

35.2. The IB may provide general, educational, and analytical information, provided that it is not misleading and does not conflict with applicable law.

35.3. Where the IB provides its own educational, analytical, or other independent services, it shall clarify when necessary that such services are provided independently by the IB and are not necessarily official QMMFX services.

35.4. The IB shall not publish fabricated, manipulated, or unverifiable trading results to attract clients.

35.5. Where genuine performance statistics are used, the IB is responsible for compliance with applicable law and for presenting them in a non-misleading manner.

Article 36 — Prohibition on Receiving Client Funds

36.1. The IB is strictly prohibited, by virtue of its IB status, from receiving, holding, or managing client funds for deposits with QMMFX or for any purpose related to trading activities.

36.2. All client payments and deposits must be made through official channels and methods approved by QMMFX.

36.3. The IB shall not ask clients to transfer funds to a bank account, cryptocurrency wallet, payment account, or other financial instrument controlled by the IB or an unauthorized third party.

36.4. If the IB receives or controls client funds without legal authorization and written authorization from the Company, such conduct may constitute a material breach of this Agreement.

36.5. Where such a violation is established, QMMFX may, as appropriate: (a) immediately suspend the IB profile; (b) terminate cooperation; (c) investigate and document the matter; (d) take necessary legal action in relevant jurisdictions; and (e) seek demonstrable direct damages arising from the violation, to the extent permitted by applicable law.

36.6. QMMFX shall not be responsible for funds that a client, contrary to the Company's official channels and at the unauthorized request of an IB, transfers directly to the IB or a third party, except where applicable law provides otherwise.

Article 37 — Prohibition on Unauthorized Management of Client Accounts

37.1. IB status does not automatically confer any authority to access, trade in, manage, or control a client's trading account.

37.2. Solely by virtue of the IB relationship, the IB shall not: (a) request a client's password; (b) access a client account without valid authorization; (c) execute trades in the client's name; (d) control client withdrawals or fund transfers; or (e) represent itself as an official manager of client capital on behalf of QMMFX.

37.3. If the IB provides independent services outside the relationship governed by this Agreement and in accordance with applicable law, legal and contractual responsibility for those activities shall rest independently with the IB, and such activities shall not be attributed to QMMFX.

37.4. Nothing in this Article shall prevent lawful use of official QMMFX PAMM, Copy Trading, or similar services.

Article 38 — Use of PAMM and Copy Trading

38.1. Where officially offered by QMMFX and subject to eligibility, the IB may use the broker's PAMM, Copy Trading, or similar systems.

38.2. Use of such services is subject to the specific terms applicable to the relevant service.

38.3. Each client must independently accept the applicable terms and risks before using the relevant service.

38.4. Merely referring a client to a PAMM or Copy Trading service does not constitute a guarantee of performance, profit, or capital preservation by QMMFX or the IB.

38.5. The IB shall not market PAMM or Copy Trading services as offering certain, risk-free, or guaranteed profits, except to the extent of features expressly stated in the official documents for the relevant service.

38.6. If the IB acts as a manager, strategy provider, Signal Provider, or in a similar role within an official service, its rights and responsibilities shall be governed by that service's specific terms in addition to this Agreement.