QMMFX LIMITED — Introducing Broker Agreement

English Translation | Part 7 | Articles 39–46

Article 39 — IB Communications with Clients

39.1. The IB may communicate with its clients for marketing, general education, introduction of services, and informal support.

39.2. The IB shall distinguish personal information or opinions from official positions of QMMFX.

39.3. Where a client requests an official decision on any of the following, the IB shall refer the client to official QMMFX channels: (a) identity verification; (b) deposits and withdrawals; (c) account blocking or restrictions; (d) objections concerning trade execution; (e) formal complaints; (f) legal or contractual matters; and (g) decisions concerning the client's account.

39.4. The IB shall not guarantee, on behalf of QMMFX, the outcome of any complaint, withdrawal, identity verification, or trading dispute.

39.5. Support or guidance provided by the IB shall not replace an official decision of the relevant QMMFX departments.

Article 40 — Client Complaints Concerning the IB

40.1. Clients may lodge complaints concerning the conduct, advertising, or activities of an IB through official QMMFX channels.

40.2. QMMFX may investigate IB-related complaints and request explanations, documents, or relevant information from the IB.

40.3. The IB shall cooperate reasonably with the Company's formal investigations.

40.4. The mere filing of a complaint against an IB does not establish a violation; the Company shall review available information as warranted by the seriousness of the matter.

40.5. Where reasonable grounds indicate an immediate risk to clients, the Company, or QMMFX's reputation, the Company may impose proportionate temporary restrictions on the IB account pending investigation.

40.6. Where a violation is established, the Company may, depending on its seriousness, issue a warning, require corrective action, restrict access, suspend, or terminate the relationship.

40.7. Complaints relating to activities during an active IB relationship shall not become invalid merely because that relationship subsequently ends and may be investigated and pursued after termination.

40.8. Subject to applicable law and record-retention requirements, the IB shall cooperate in investigations of complaints relating to its period of activity even after its relationship with QMMFX has ended.

Article 41 — Liability for the IB's Independent Representations and Violations

41.1. The IB is responsible for statements, promises, and activities undertaken beyond the authority granted under this Agreement and without QMMFX approval.

41.2. Where false promises or information provided by the IB cause QMMFX direct and demonstrable loss, the Company may seek compensation to the extent permitted by applicable law.

41.3. If commissions were paid as a result of proven fraud or a material breach by the IB and would not have been payable had the Company known the facts, QMMFX may seek repayment or set off the relevant amounts against sums payable, in accordance with this Agreement and applicable law.

41.4. Nothing in this Article shall be construed to exclude QMMFX's non-excludable legal liability for its own acts or omissions.

Article 42 — Use of Social Media, Websites, and Personal Channels

42.1. The IB may use websites, social networks, messaging services, video channels, and other lawful media to market QMMFX services.

42.2. Where confusion may arise, the IB shall appropriately disclose that its page or channel is independently operated by the IB and is not an official QMMFX channel.

42.3. The IB shall not intentionally mislead audiences into believing an independent medium is official through design, naming, domains, or other means.

42.4. The use of "Official QMMFX" or similar wording for an independent channel is prohibited without the Company's written authorization.

42.5. The IB is responsible for complying with advertising laws, platform rules, and the laws of its targeted geographic markets.

Article 43 — Advertising in Restricted or Prohibited Jurisdictions

43.1. Before conducting targeted advertising in any country or region, the IB shall review applicable legal restrictions on its activities.

43.2. The IB shall not market QMMFX services in a jurisdiction where such activity by the IB, or provision of the relevant services, is prohibited under applicable law.

43.3. The Company may publish and amend a list of restricted or prohibited jurisdictions.

43.4. Upon notice of a restriction from QMMFX, the IB shall cease or modify targeted marketing in the relevant jurisdiction in accordance with the Company's instructions.

43.5. Acceptance of any end client remains at QMMFX's discretion; IB marketing does not guarantee acceptance of clients from any particular jurisdiction.

Article 44 — QMMFX Right to Suspend Cooperation

44.1. Where reasonable grounds exist, QMMFX may temporarily suspend or restrict all or part of the access, facilities, or activities associated with an IB profile.

44.2. Grounds for temporary suspension include, without limitation: (a) breach or reasonably suspected breach of this Agreement; (b) false, incomplete, or misleading information; (c) suspicious activity or suspected fraud; (d) abuse of the commission or Sub-IB system; (e) serious client complaints; (f) advertising in breach of this Agreement; (g) unauthorized receipt or management of client funds; (h) unauthorized access to or management of client accounts; (i) failure to cooperate in formal Company investigations; (j) security, legal, financial, reputational, or compliance risks to the Company; (k) a request or requirement from a competent legal authority; (l) the need for KYC, AML, sanctions, or other compliance checks; and (m) unauthorized use of QMMFX's name, logo, or intellectual property.

44.3. Temporary suspension does not, in itself, constitute final termination or proof of an IB violation.

44.4. During suspension, QMMFX may, as appropriate: (a) restrict IB-panel access; (b) stop registration of new clients; (c) temporarily withhold disputed commissions; (d) restrict certain program features; and (e) request additional information and documentation.

44.5. The Company will endeavor to make restrictions proportionate to the nature of the risk or matter under investigation.

44.6. If no material violation is established following review, the Company may lift restrictions and determine the treatment of eligible commissions suspended solely because of the investigation, based on system records.

Article 45 — Termination of Cooperation by QMMFX

45.1. IB status is neither permanent nor irrevocable; continued cooperation is conditional upon compliance with this Agreement and current program conditions.

45.2. QMMFX may terminate its relationship with the IB with immediate effect in the event of a material breach.

45.3. Depending on severity and circumstances, material breaches may include: (a) fraud or attempted fraud against the Company or clients; (b) organized abuse of the commission program; (c) identity or document forgery; (d) money laundering, financing of illegal activities, or other prohibited conduct; (e) unauthorized receipt or misappropriation of client funds; (f) unauthorized management of client accounts; (g) deliberate false promises or profit guarantees made in QMMFX's name; (h) creating unauthorized obligations for the Company; (i) serious infringement of QMMFX intellectual property rights; (j) deliberate failure to cooperate in investigations of serious misconduct; (k) submission of fabricated information during an investigation; and (l) activity that makes continued cooperation unlawful or reasonably unacceptable to the Company.

45.4. For other remediable breaches, the Company may, depending on the circumstances, provide a warning or a reasonable opportunity to remedy the breach before termination.

45.5. QMMFX may also terminate cooperation for business reasons, restructuring of the program, discontinuation of services in a jurisdiction, or other legitimate reasons unrelated to IB misconduct. Where feasible, the Company may provide reasonable prior notice.

45.6. Termination shall not prevent the settlement or determination of rights and obligations arising before its effective date.

Article 46 — Termination of Cooperation by the IB

46.1. The IB may request termination at any time by emailing ib@qmmfx.com, using the IB panel, or contacting other official channels designated by the Company.

46.2. Unless different terms are specified in a special agreement, including an Exclusive IB agreement, the IB may request ordinary termination without being required to continue activities.

46.3. The Company may apply a reasonable processing period to handle the termination request, conduct financial and security checks, settle commissions, and close the relevant structure.

46.4. A termination request does not release the IB from liability for breaches, debts, or obligations arising before the termination date.

46.5. Where a special commercial agreement specifies a term or prior-notice period, its provisions shall prevail with respect to termination of the relevant relationship.