QMMFX LIMITED

Introducing Broker (IB) Agreement — English Translation

Part 8 | Articles 47–54

Article 47 — Effects of Termination

47.1. From the effective date of termination, the IB shall cease representing itself as an active IB of QMMFX.

47.2. The Company may disable the IB's access to the IB Panel, referral links, and other dedicated program facilities.

47.3. Final, approved, and payable commissions lawfully earned before the effective termination date shall be settled following the necessary reviews in accordance with this Agreement.

47.4. Termination shall not create any entitlement to commissions on trades or activities occurring after its effective date, unless otherwise provided in a specific agreement.

47.5. Where cooperation is terminated due to a violation, termination alone shall not automatically result in forfeiture of all legitimate commissions unrelated to the violation. However, the Company may suspend disputed amounts or amounts connected with the violation pending completion of its review.

47.6. Commissions arising from fraud, a proven error, ineligible activity, or abuse of the program may be cancelled, adjusted, or recovered.

47.7. After the IB profile is fully closed, associated clients and Sub-IBs may, in accordance with QMMFX policies, be transferred to another structure, remain without an IB, or otherwise be managed by the Company.

47.8. Following complete termination, the IB shall have no ownership or permanent rights over its former clients, Sub-IBs, or network structure.

Article 48 — Survival of Certain Obligations

48.1. Termination of this Agreement shall not extinguish obligations which, by their nature, are intended to survive termination.

48.2. Provisions concerning the following may continue in effect after termination: (a) confidentiality; (b) data protection; (c) intellectual property; (d) indemnification; (e) debts and claims arising before termination; (f) handling complaints relating to the cooperation period; (g) dispute resolution; (h) governing law; and (i) investigation of violations or fraud relating to the IB's period of activity.

48.3. A client complaint concerning an IB's conduct or activity during its active cooperation shall not become invalid solely because the cooperation subsequently ended.

48.4. QMMFX may investigate complaints, disputes, and potential violations relating to the cooperation period even after the relationship has ended.

Article 49 — Confidentiality

49.1. The IB shall keep confidential any confidential information received as a result of its cooperation with QMMFX.

49.2. Confidential information may include: (a) proprietary commission structures; (b) non-public commercial information; (c) technical and operational information; (d) non-public information relating to clients or Sub-IBs; (e) internal reports; (f) business plans and strategies; and (g) information expressly designated confidential or confidential by its nature.

49.3. The IB shall not use confidential information except for the lawful performance of this Agreement, nor disclose it to third parties without authorization.

49.4. Confidentiality obligations shall not apply to information the IB can demonstrate: (a) was publicly available without breach of this Agreement; (b) was lawfully in its possession before disclosure by the Company; (c) was lawfully received from a third party; or (d) must be disclosed by law or a valid order of a competent authority.

49.5. Where disclosure of confidential information is legally required, the IB shall notify the Company before disclosure, if legally permitted.

49.6. Confidentiality obligations shall survive termination for as long as the relevant information retains its confidential nature.

Article 50 — Data Protection and Privacy

50.1. Each Party shall process personal data in its possession in connection with this cooperation in accordance with applicable laws and relevant policies.

50.2. The IB may use client information lawfully made available to it only for legitimate and related purposes.

50.3. The IB shall not: (a) sell client information without a lawful basis; (b) misuse it for unrelated purposes; (c) disclose it to third parties without the necessary authorization; or (d) store it in an insecure or unreasonable manner.

50.4. Where the IB has access to client information through the Panel, such access may be restricted to information the Company considers necessary for operating the IB program.

50.5. QMMFX may modify or restrict the information visible to the IB at any time to protect client privacy.

50.6. Upon learning of unauthorized access, leakage, or misuse of information relating to clients or QMMFX, the IB shall notify the Company without undue delay.

Article 51 — KYC, AML, and Sanctions Requirements

51.1. The IB shall provide the information and documents requested by QMMFX for identity verification and compliance checks.

51.2. The IB shall not knowingly use the QMMFX program to facilitate money laundering, financing of illegal activities, circumvention of legal restrictions, or other unlawful purposes.

51.3. The IB shall not knowingly assist clients in falsifying information, concealing their true identity, circumventing KYC procedures, or submitting false documents.

51.4. The Company may request additional information and documents where required by law or justified by compliance concerns.

51.5. Failure to provide required information within a reasonable period may result in restriction or suspension of cooperation.

51.6. QMMFX may take necessary restrictive measures where continued cooperation with an IB or provision of services to a client is prohibited under applicable law or creates an unacceptable legal risk.

Article 52 — Intellectual Property

52.1. All rights in the QMMFX name, trademarks, logos, software, designs, proprietary content, panels, and other intellectual assets of the Company belong to QMMFX or the relevant lawful owners.

52.2. This Agreement does not transfer any ownership of QMMFX intellectual property to the IB.

52.3. The IB may use the Company's brand assets only during the cooperation period and within the limits of this Agreement.

52.4. The IB shall not copy, reverse engineer, reproduce, or misuse QMMFX software, systems, or protected infrastructure components without authorization.

52.5. All rights not expressly granted to the IB under this Agreement are reserved to their respective lawful owners.

Article 53 — Liability of the IB

53.1. The IB is responsible for its own acts, statements, and activities within the scope of the cooperation under this Agreement.

53.2. To the extent permitted by applicable law, the IB shall be liable for direct and demonstrable losses suffered by QMMFX as a result of the IB's fraud, wilful misconduct, or material breach of its contractual obligations.

53.3. The IB shall be responsible for commitments made to third parties on behalf of QMMFX without authorization.

53.4. In the event of a complaint or claim relating to its activities, the IB shall provide reasonable cooperation in investigating the matter.

Article 54 — Indemnification

54.1. To the extent permitted by applicable law, the IB undertakes to indemnify QMMFX and relevant affiliated persons against direct losses, costs, and third-party claims arising directly from: (a) the IB's fraud or wilful misconduct; (b) a material breach of this Agreement; (c) unauthorized guarantees or commitments made in QMMFX's name; (d) unauthorized receipt or management of client funds; (e) infringement of third-party intellectual property rights by the IB's independent content; or (f) violation of applicable laws in the IB's independent marketing activities.

54.2. The indemnification obligation shall not cover losses directly resulting from QMMFX's own fraud, wilful misconduct, or negligence.

54.3. Where possible, the Company shall notify the IB of any third-party claim forming the basis of an indemnification demand and allow a reasonable opportunity to provide relevant information.