



## MEXEM REPORT GRATIS PROMOTION TERMS & CONDITIONS CUSTOMER AGREEMENT

This is a legal contract between MEXEM Limited, a registered investment firm in the Republic of Cyprus, and is fully licensed and regulated by the Cyprus Securities and Exchange Commission, hereinafter known as ("MEXEM", "us" or "we") its successors and assigns, and the party/parties (the "Customer", "client" or "you") executing this document.

This document sets out the respective rights and obligations of both parties in connection with the rebates on commission promotion and all parties will accept and be bound by these terms on acceptance of the terms and conditions contained herein and on completion of the application form by Customer.

### Definitions

**"Client Account"** shall mean any accounts opened with IB on the Platform through MEXEM's Website; For an account to be **"Fully opened"** it has to be approved by MEXEM and interactive brokers, make a first deposit, and execute at least one trade.

**"Reward"** shall mean a rebate on the commissions generated as described below.

**"Eligible Customer"** is an individual who meets all criteria according to our customer acceptance policy.

**"Authorized Person"** shall mean a person or legal entity authorized by this Agreement to make use of the services and provide instructions

**"Business Day(s)"** shall mean any time from Monday 07:00 am GMT through to Friday 21:00 GMT excluding public holidays in Cyprus.

**"Platform"** shall mean the IB's online trading platform located where you can trade in financial instruments and where your Client Account is located. **"Parties"** shall mean the Company and the Eligible customer.

**"Website"** shall mean [www.mexem.com](http://www.mexem.com).

**"Applicable Laws"** means the laws and any other instruments having the force of law as they may be issued and in force from time to time;

**"Effective Date"** means the date on which this Agreement comes into force and effect.



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**“Geographic Location”** All countries in which MEXEM is eligible to offer its services in EEA jurisdiction, Israel, and Switzerland.

## 1. INTRODUCTION

MEXEM’s “MEXEM REPORT GRATIS” provides new clients of MEXEM or linked accounts from Interactive brokers the opportunity to receive the tax calculation for free every year by MEXEM, when they meet the conditions below.

1.1 These terms and conditions (“Terms”) form the basis of participating in the “MEXEM REPORT GRATIS.”

1.2 By participating in the “MEXEM REPORT GRATIS,” you agree to be bound by these Terms.

1.3 MEXEM reserves the right to vary or cancel any of these Terms at any time.

1.4 The “MEXEM REPORT GRATIS” is open during the period in which MEXEM, in its sole discretion, continues to advise on its Website.

1.5 Capitalized terms used but not defined herein have the meaning given to them in the MEXEM Risk Disclosure, the General Terms, and Conditions (the “MEXEM Documents”), and any references to the MEXEM Documents below shall be construed accordingly.

The Eligibility Criteria for the MEXEM REPORT GRATIS Program are

## 2. MEXEM REPORT GRATIS Program:

2.1 You must be a new client who has successfully registered a MEXEM Investment Account or linked account from Interactive Brokers.

2.2 Your account value (assets + cash) is equal to/above 50K for at least 183 days per year.

2.3 you must make a minimum of 30 trades per year.

2.4 The promo can’t be cumulated with other promotions or promotions from a third party and the promotion is eligible for the following account types: individual, joint, and small companies.

2.5 During January of the next year, the customer will receive the instructions to have the tax calculation for free.

2.6 If one or both conditions are not met, the promotion will be automatically suspended.



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2.7 This promotion is valid until 11:59 PM on December 31, 2024.

### **3. TERMINATION AND CHANGES**

3.1 MEXEM reserves the right to withhold or cancel any reward payment where in MEXEM's view, transactions are made to manipulate the MEXEM REPORT GRATIS Program or where either the existing Client or New Client may have breached or, in MEXEM's view, potentially breached, any law, regulation or licensing requirement.

3.2 The company reserves the right to add or remove any instruments from the MEXEM REPORT GRATIS promotion at the company's discretion.

3.3 This MEXEM REPORT GRATIS Program and any obligations of MEXEM pursuant to it will be revoked or withdrawn from participants who abuse the spirit or intention of it. We reserve the right to cancel or withdraw the MEXEM REPORT GRATIS Program at any time in case of any suspected abuse of the Program. Further, where any of these Rules are breached or there is any reason to suspect a participant has acted fraudulently or obtained an unfair or unintended advantage pursuant to this MEXEM REPORT GRATIS Program, we reserve the right to stop or withdraw payment of the reward or any attempted withdrawal of the same.

3.4 MEXEM reserves the right to remove a promotion reward or substitute a promotion offered with another item of the same value, at its sole discretion, from time to time and without prior notice to the clients.

3.5 We are the sole arbiter of the MEXEM REPORT GRATIS Program, these Rules, and any other issues arising under these Terms. Exceptions to these Rules are at the sole discretion of MEXEM's management, and our decision is final. We reserve the right to alter, amend, or terminate the MEXEM REPORT GRATIS Program or any aspect of it at any time and without prior notice.

3.6 The MEXEM REPORT GRATIS Program is not open to MEXEM or any MEXEM Group company employees or any other company engaged in direct competition with MEXEM or any MEXEM Group company.

3.7 Any dispute or situation not covered by these Rules will be resolved by our management in a manner it deems to be fairest to all concerned and that decision shall be final and binding on all parties.

3.8 If at any time all or any part of any provision of these Rules are or become illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, such provision(s) shall not affect or impair the legality, validity, or enforceability in that jurisdiction of the remainder of



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that provision or all other provisions of these Rules or the legality, validity or enforceability under the law of any other jurisdiction of that provision or all other provisions of these Rules.

#### **4. RISK WARNING**

4.1 Please note that this MEXEM REPORT GRATIS program does not constitute financial advice. Neither receipt of shares nor any communications related to this program constitutes a solicitation of shares or a recommendation to buy, sell, or hold shares.

#### **5. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY**

5.1 MEXEM and/or any of its subsidiaries, affiliates, or agents shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions, or omissions beyond the control of MEXEM including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to breakdown or failure of transmission or communication facilities, or electrical power outage.

5.2 If any tax is payable on the Reward paid by us to you under the MEXEM REPORT GRATIS Program, this tax will be your liability and will not be incurred by us. If the law requires us to withhold this tax and settle with the relevant tax authority on your behalf, then we shall credit your Reward to your account net of this tax.

5.3 Nothing in this MEXEM REPORT GRATIS Program creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the clients and MEXEM

5.4 Notwithstanding the translated language of this document, the English wording shall be the binding version in the event of any discrepancy between the two languages.

#### **6. PRIVACY**

6.1 MEXEM will not share or sell information regarding clients and/or prospective clients, except to its employees, agents, partners, and associates as required in the ordinary course of business, including, but not limited to, MEXEM's banking or credit relationships, or to other persons as disclosed in MEXEM's Privacy Statement.

6.2 Personal information we collect may be used for administering the Promotion and will only be used for the purposes stated in these Terms and Conditions or other directly related purposes. In addition, you expressly agree to our collection and usage of your personal information to administer and operate the promotion.



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## **7. CONSENT TO ELECTRONIC SIGNATURE**

7.1 By electronically signing MEXEM's account agreement and related documents, the client acknowledges receipt of the client account letter, client agreement and other documents contained as part of MEXEM's electronic account package and the client agrees to be bound by their terms and conditions.

7.2 In addition, by signing MEXEM's account agreement and related documents, the client is consenting to MEXEM maintaining and the client receiving electronic records of the client's trades and accounts.

## **8. ENTIRE AGREEMENT**

8.1 This Agreement together with all references to MEXEM's policies and procedures made in this Agreement, and together with the General Terms and Conditions and Risk Disclosure embodies the entire agreement between MEXEM and the client, superseding any prior written and oral agreements.

## **9. GOVERNING LAW AND JURISDICTION**

9.1 This Agreement, the rights and obligations of the parties hereto, and any judicial or administrative action or pleading arising directly or indirectly hereunder or in connection with the transactions contemplated hereby shall be governed by, construed, and enforced in all respects in accordance with the laws of the Republic of Cyprus and MEXEM and the client hereby irrevocably submit to the non-exclusive jurisdiction of the Cypriot Courts.

CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING CUSTOMER AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.