



FRENCH TAX CALCULATION SERVICES 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 (license no. CIF 325/17), 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 provision of the French tax calculation service through our third-party partner, SASU Ten Noode, for the **Clients** introduced to us by our partner, J' Epargne En Ligne (Société Psycho Active Développement, SARL registered n° 500440136, with its registered address at 14 avenue Pierre Grenier, 92 100 Boulogne Billancourt, France). All **Parties** will accept and be bound by these **Terms** upon acceptance of the **Terms and Conditions** contained herein and on completion of the terms of the offer.

Definitions

For the purposes of this **Agreement**, the following terms shall have the meanings set forth below:

"**Client Account**" shall mean any accounts opened with Interactive Brokers ("IB") on the Platform through **MEXEM's Website**. For an account to be "**Fully opened**" it has to be approved by **MEXEM** and IB, make a first deposit, and execute at least one (1) trade.

"**Reward**" shall be free tax calculation services for **MEXEM Customers** who are tax residents in France with a "**Fully Opened**" account, and meet the requirements of the **Promotion**.

"**Eligibility Criteria**" shall mean the minimum requirements that a **Client** must meet to qualify for the **Promotion**, as outlined in Section 2 of this **Agreement**, including but not limited to account registration, funding, and trading activity.

"**Eligible Customer**" shall mean an individual who meets the **Eligibility Criteria** as set out in this **Agreement** and who meets all criteria according to our customer acceptance policy.



"**New Client**" shall mean a **Client** who either opens a new **MEXEM** Investment Account or links an existing IB account to **MEXEM**, in accordance with the **Eligibility Criteria** outlined in Section 2 of this **Agreement**.

"**Active Account**" shall mean an account that has performed at least one (1) trade since the time it was opened or linked.

"**Funded Account**" shall mean a **MEXEM** Investment Account that has received accumulated deposits totaling no less than €2,000 (two thousand euro), has been approved by both **MEXEM** and IB, and complies with the requirements for maintaining an **Active Account**.

"**Qualifying Deposit**" shall mean:

- For *new accounts*: an accumulated deposit of no less than €2,000 (two thousand euro) made during the validity of the **Promotion**.
- For *linked accounts*: the sum of the total account value at the time of linking and any additional deposits made during the validity of the **Promotion**, which must total at least €2,000 (two thousand euro).

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

"**Third-Party**" shall refer to **SASU Ten Noode**, a company registered under the laws of France (Numéro SIRET: 89964723400017) with its registered address at 1 TER chemin des manges, 81800 Rabastens, France, which is an external entity engaged by **MEXEM** to facilitate the tax calculation services outlined in this **Agreement**. SASU Ten Noode is responsible for the tax calculation process but does not provide tax advisory or filing services.

"**Information**" shall mean personal and sensitive financial data, such as bank account numbers, personal information, trading account information, income statements, tax returns, and other confidential data, that the **Client** consents to share with the **Third-Party** for the purposes stated in this **Agreement**.

"**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 Interactive Brokers' online trading platform where you can trade in financial instruments and where your **Client Account** is located.



“**Parties**” shall mean the **Company** and the **Clients** who are tax residents in France.

“**Website**” shall mean www.mexem.com.

“**Applicable Laws**” means Cyprus 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.

“**CET**” (“**Central European Time**”) shall mean the time zone applicable to deadlines and validity periods mentioned in these **Terms**.

1. INTRODUCTION

1.1 **MEXEM’s “French Tax Calculation Services Promotion”** (“**Tax Promotion**”, “**Promotion**”) provides its **Clients** with an opportunity to receive tax calculation services free of charge when they open an account with **MEXEM** under the terms outlined in Section 2.

1.2 This **Promotion** is open to **New Clients** only who meet the **Eligibility Criteria** specified in Section 2.

1.3 This **Promotion** is only available for **New Clients** who are tax residents in France.

1.4 These terms and conditions (“**Terms**”) form the basis of participating in the **Tax Promotion**.

1.5 By participating in the **Tax Promotion**, you agree to be bound by these **Terms**.

1.6 **MEXEM** reserves the right to amend, vary or cancel any of these **Terms** at its sole discretion at any time and without providing prior notice.

1.7 Capitalised 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.



2. Tax Promotion: Eligibility and Terms

2.1 Eligibility Criteria for New MEXEM Accounts

To participate in the **Tax Promotion** as a **New Client**, you must meet the following conditions:

- Be a **New MEXEM Client** who has successfully:
 - registered a new **MEXEM** Investment Account through this page: <https://www.mexem.com/offre-speciale-je-pargne-en-ligne>; or
 - linked an existing IB account to **MEXEM** by following all the steps outlined on the following page: <https://www.mexem.com/offre-speciale-je-pargne-en-ligne>, including completion of the full account linking process. As part of Step 6, send a confirmation email to service@mexem.com to notify **MEXEM** of the completed IB account linking.
- Be a tax resident of France,
- Meet the criteria for the **Qualifying Deposit**:
 - For *new accounts*: an accumulated deposit of no less than €2,000 (two thousand euro) made during the validity of the **Promotion**.
 - For *linked accounts*: the sum of the total account value at the time of linking and any additional deposits made during the validity of the **Promotion**, which must total at least €2,000 (two thousand euro).
- Have an **Active Account**. For the purposes of this **Promotion**, an “**Active Account**” shall mean a **MEXEM** Investment Account that has performed at least one (1) trade since the time it was opened or linked.

Clarification: The eligibility for the **Tax Promotion** is determined based on the accumulation of deposits totaling no less than €2,000 (two thousand euro), the execution of at least one (1) trade since the time the account was opened or linked, and the submission of a confirmation email to service@mexem.com. Subsequent changes to the account balance or status do not affect the initial qualification for the **Promotion**, provided that these conditions are met.

2.2 Only **Clients** who meet the **Eligibility Criteria** of this **Promotion** outlined in 2.1 during the validity of the **Promotion** will qualify to receive tax calculation services free of charge.



2.3 This **Promotion** shall be valid and in effect from 14th April 2025 through 14th July 2025, inclusive.

2.4 **Monetary Gift Promotion: Clients** who, during the validity of this **Promotion**, either open a new account with **MEXEM** or link an existing IB account to **MEXEM**, as outlined in 2.1 and whose **Qualifying Deposit** amount falls within the specified ranges below, will receive a monetary gift:

Deposit Amount (€)	Gift (€)
2,000 - 4,999	50
5,000 - 9,999	75
10,000 - 19,999	125
20,000 - 49,999	175
50,000+	250

2.5 **Clients** who meet the **Eligibility Criteria** set out in Section 2.1 during the validity of the **Promotion** will receive the applicable monetary gift in the calendar month following the month in which the **Eligibility Criteria** have been satisfied, including the completion of the **Qualifying Deposit**.

2.6 This **Promotion** shall be valid until the 14th of July 2025 at 11:59 PM (CET).

3. TERMINATION AND CHANGES

3.1 **MEXEM** reserves the right to withhold and/or cancel any **Reward** payment where, in **MEXEM's** view, transactions are made to manipulate the **French Tax Calculation Service** or where either a **Client** may have breached or, in **MEXEM's** view, potentially breached, any law, regulation or licensing requirement.

3.2 The **French Tax Calculation Service** is only applicable for one current tax year (2025).



3.3 The **French Tax Calculation Service** and any obligations of **MEXEM** pursuant to it will be revoked or withdrawn from **Clients** who abuse the spirit or intention of it. We reserve the right to cancel or withdraw the **French Tax Calculation Service** at any time in case of any suspected **Promotion** abuse. Further, where any of these Rules are breached or there is any reason to suspect a **Client** has acted fraudulently or obtained an unfair or unintended advantage pursuant to the **French Tax Calculation Service**, we reserve the right to stop or withdraw payment of the **Reward** or any attempted withdrawal of the same.

3.4 We are the sole arbiter of the **French Tax Calculation Service**, 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 **French Tax Calculation Service** or any aspect of it at any time and without prior notice.

3.5 The **French Tax Calculation Service** 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.

3.6 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**.

3.7 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 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 This **French Tax Calculation service** does not constitute tax advice. Neither receipt of shares nor any communications related to this **Promotion** constitutes a solicitation of shares or a recommendation to buy, sell, or hold any shares.

4.2 **MEXEM** does not provide tax services directly but facilitates tax calculations through its third-party partner. We only provide this service to our **Clients** who are tax residents in France through our third-party partner, **SASU Ten Noode**, who might share this information with their partners/affiliates who are involved in providing this service. Any obligations or requirements requested for this service are as required by our third-party partner for the sole purpose of this service.



4.3 **MEXEM** works with **SASU Ten Noode** to make capital losses and gains arising from the use of the Broker declarable. This service is not akin to a tax return service for the **Client**, just a tax calculation of the profits and losses on a **Client's** trading account, and **MEXEM** and its employees cannot, therefore, be held responsible for any erroneousness of the return submitted to the Internal Revenue Service. Therefore, the **Company** cannot be held liable in any way for any lack of documentation necessary for the proper completion of the tax return formalities to the competent authorities or for the omission of prior returns.

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 **French Tax Calculation Service**, 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 **French Tax Calculation Service** creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the **Client** 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.

5.5 The **Reward** for this **Promotion** is not transferable.

5.6 **MEXEM** clarifies that **SASU Ten Noode** does not provide any tax advisory, tax filing, or investment advice services. **SASU Ten Noode** is solely used by **MEXEM** for the purpose of facilitating the tax calculation services for **Eligible Clients** under the terms of this **Agreement**.



5.7 Single Promotion Limitation and Discretion: Unless expressly stated otherwise, all promotional offers provided by **MEXEM** are limited to one offer per **Client**, per qualifying account, transaction, or activity. **Clients** are prohibited from combining, stacking, or applying multiple promotional offers simultaneously. **MEXEM** reserves the right, at its sole discretion, to grant exceptions to this policy in specific cases, which shall be determined individually and shall not constitute a change to the general policy.

5.8 Promotional Eligibility and Final Decision: Eligibility for promotional offers is subject to verification and compliance with all applicable terms and conditions. Any misuse, manipulation, or attempt to circumvent this policy may result in disqualification from current or future promotions. All determinations regarding eligibility, application, and exceptions related to promotional offers shall be made exclusively by **MEXEM** and are final and binding on all **Parties**.

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 **Information** we collect may be used for administering the **French Tax Calculation Service** and will only be used for the purposes stated in these **Terms and Conditions** or for other directly related purposes. The **Client** expressly agrees to our collection, processing, and transfer of such information, including but not limited to sensitive financial details, such as bank account numbers, personal information, trading account information, income statements, tax returns, and other confidential data (the "**Information**"), to the **Third-Party** for the sole purpose of facilitating the tax calculation service. The **Client** acknowledges that the **Information** may be necessary to enable the proper execution of this service and consents to its use strictly within the scope of this **Agreement**.

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. 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**, with all references to **MEXEM's** policies and procedures made in this **Agreement** and the General Terms and Conditions and Risk Disclosure, embodies the entire **Agreement** between **MEXEM** and the **Client**, superseding any and all 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 proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby shall be governed by, construed, and enforced in all respects following 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.