

# ASSET MANAGEMENT PROMOTION TERMS & CONDITIONS CUSTOMER AGREEMENT

**MEXEM LTD**, an investment firm incorporated under the laws of the Republic of Cyprus with registration number 351726, having its registered office at 11 Anthropinon Dikaiomaton, 3110 Limassol, Cyprus, fully licensed and regulated by the Cyprus Securities and Exchange Commission ("CySEC") under license number CIF 325/17 (hereinafter referred to as "**MEXEM**," "us," or "we"), together with its successors and assigns, enters into this legal agreement with the **Party** or **Parties** executing this document (hereinafter referred to as the "**Customer**," "Client," or "you").

This document sets out the respective rights and obligations of both **Parties** in connection with the provision of the **Asset Management Promotion** (hereinafter referred to as the "**Promotion**"). The **Promotion** offers eligible **Clients** a reduced management fee rate for their Asset Management Accounts, in accordance with the terms and conditions described in this **Agreement**.

All **Parties** acknowledge and agree to be bound by these **Terms and Conditions** (hereinafter referred to as the "**Terms**") upon acceptance of this **Agreement** and upon satisfaction of the eligibility requirements set forth herein.

#### **DEFINITIONS**

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

- "Applicable Laws" shall mean all laws, regulations, directives, and other binding instruments in force in the Republic of Cyprus or in any other jurisdiction whose laws may be applicable to the performance or interpretation of this **Agreement**.
- "Asset Management Account" shall mean an investment account established with MEXEM for the purpose of receiving discretionary or advisory portfolio management services pursuant to an executed asset management agreement between the Client and MEXEM. Such account shall be deemed "active" once it has been approved by both MEXEM and Interactive Brokers ("IB") in accordance with their respective customer-acceptance policies, suitability assessments, and anti-money-laundering ("AML") procedures, funded with at least the Minimum Initial Deposit, and maintained under ongoing portfolio management by MEXEM.
- "Authorised 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 day other than a Saturday, Sunday, or publicholiday in Cyprus, between the hours of 07:00 AM and 21:00 GMT.
- "Effective Date" shall mean the date on which this Agreement enters into force, as determined by the date of its publication by MEXEM or as otherwise communicated to the Client.
- "Eligibility Criteria" shall mean the minimum conditions that a Client must satisfy to qualify for participation in the **Promotion**, including, at a minimum, the successful opening and approval of an **Asset Management Account** and the fulfillment of all funding and participation requirements described in Section 2 (Eligibility and Terms) of this **Agreement**.
- "Eligible Client" shall mean a Client who has satisfied <u>all</u> Eligibility Criteria as defined in this **Agreement** and whose participation in the **Promotion** has been verified and approved by **MEXEM** in accordance with its customer-acceptance policies, suitability assessments, and applicable regulatory obligations.
- "GMT" (Greenwich Mean Time) shall mean the time zone used for all references to deadlines, timeframes, and validity periods under this **Agreement**, unless otherwise specified.
- "Information" shall mean personal and sensitive financial data provided by the Client to MEXEM for the purposes of account opening, regulatory compliance, identity verification, or administration of the **Promotion**. Such data may include, without limitation, personal identifiers, bank account details, trading account information, income statements, tax returns, and any other confidential information reasonably required for the implementation of this **Agreement**.
- "MEXEM Group" shall mean MEXEM Ltd together with its parent companies, subsidiaries, and affiliated entities, as applicable.
- "New Client" shall mean any Client who, during the Promotion Validity Period, successfully opens and obtains approval for an Asset Management Account with MEXEM for the first time, completes all required onboarding and compliance procedures, and meets the Eligibility Criteria set forth in this Agreement.
- "Parties" shall mean MEXEM and the Client who agrees to participate in the Promotion in accordance with the Terms set out in this Agreement.
- "Platform" shall mean IB's online platform through which the Client's Asset Management Account is held and may be accessed for viewing account balances and portfolio information.



"Promotion Validity Period" shall mean the period commencing on 10 November2025 and ending on 31 March 2026 at 23:59 GMT, during which all Eligibility Criteria must be satisfied in order for the Client to qualify for participation in the Promotion.

"Minimum Initial Deposit" shall mean the minimum amount of funds required to open and maintain an **Asset Management Account** under this **Promotion**, being five thousand euros (EUR 5,000) deposited as the first funding of the account within the **Promotion Validity Period**.

"Reward" shall mean the promotional benefit granted to **Eligible Clients** under this **Promotion**, consisting of discounted management fees applicable to their **Asset Management Accounts**, as further described in Section 1 (Introduction) of this **Agreement**.

"Website" shall mean www.mexem.com.

#### 1. INTRODUCTION

- 1.1 MEXEM's Asset Management Promotion (the "Promotion") offers Eligible Clients the opportunity to benefit from reduced management fees on their Asset Management Accounts, subject to the terms and conditions set forth in this Agreement.
- 1.2 Under this **Promotion**, **Eligible Clients** shall receive a discount of fifty percent (50%) on the standard management fee ordinarily applicable to **Asset Management Accounts**. Accordingly, the management fee shall be reduced from 1.00% per annum to 0.50% per annum.

This discounted rate shall remain in effect for the entire period during which the **Client** maintains an active and uninterrupted **Asset Management Account** with **MEXEM**, provided that **all Eligibility Criteria** continue to be satisfied.

Should the **Client** close the account, withdraw below the **Minimum Initial Deposit**, or otherwise cease to meet the **Eligibility Criteria**, the standard management fee of one percent (1.00%) per annum shall apply thereafter.

- 1.3 Participation in the **Promotion** is subject to the satisfaction of the **Eligibility Criteria** set forth in Section 2 (Eligibility and Terms) of this **Agreement**, **all** of which must be fulfilled within the **Promotion Validity Period** in order for the **Client** to qualify for the **Reward**.
- 1.4 By participating in the **Promotion**, you acknowledge that you have read, understood, and agreed to be bound by these **Terms**, and that your participation constitutes full acceptance of the conditions set forth herein.



- 1.5 **MEXEM** reserves the right to amend, vary, suspend, or cancel any of these **Terms** at its sole discretion and at any time without prior notice. Any such changes shall notaffect the rights of **Eligible Clients** who have already qualified for the **Reward** prior to theeffective date of the amendment, variation, suspension, or cancellation.
- 1.6 Capitalised terms used but not defined herein shall have the meanings assigned to them in the **MEXEM** Risk Disclosure, the General Terms and Conditions, and other applicable legal documents published by **MEXEM** (together, the "**MEXEM Documents**"). Any references to the **MEXEM Documents** below shall be construed accordingly.
- 1.7 For any questions regarding this **Promotion**, including inquiries about your eligibility or account status, please contact us at: assetmanagement@mexem.com.

# 2. ELIGIBILITY AND TERMS

2.1 Eligibility Criteria for Participation in the Promotion

To qualify for the **Reward** under this **Promotion**, the **New Client** must satisfy all of the conditions set out below during the **Promotion Validity Period** (i.e., by 31 March 2026 at 23:59 GMT) in order to become eligible to receive the **Reward** described in Clause 1.2.

- a) Successfully open an Asset Management Account with MEXEM through the designated webpage;
- b) Execute the applicable asset management agreement and complete all onboarding and compliance formalities required by **MEXEM**;
- c) Fund the **Asset Management Account** with the **Minimum Initial Deposit** of five thousand euros (EUR 5,000) as the first funding of the account within the **Promotion Validity Period**;
- d) Maintain an active and uninterrupted **Asset Management Account** from the time of first funding and comply at all times with the **Eligibility Criteria** and all other terms of this **Agreement**.
- 2.2 **MEXEM** reserves the right to verify any information or documentation submitted in connection with this **Promotion**, including, without limitation, proof of account funding, and to confirm a **Client's** eligibility prior to applying or continuing the **Reward**.



- 2.3 This **Promotion** may not be combined with any other discounts, feereductions, or promotional offers, unless expressly authorized in writing by **MEXEM**. Any suchauthorization must be provided by a duly authorized representative of **MEXEM**, shall applyonly to the specific instance expressly approved, and shall not be construed as a waiverof**MEXEM's** general policy or rights under these **Terms** or any other agreement.
- 2.4 **MEXEM** reserves the right, at its sole discretion, to amend, suspend, or terminate this **Promotion**, or to modify any of its terms and conditions including, without limitation, the structure, duration, or availability of the **Reward** at any time. Where practicable, **MEXEM** shall provide reasonable prior notice to **Eligible Clients** of any such amendment, suspension, or termination. Any amendment or termination shall not affect the rights of **Eligible Clients** who have already satisfied <u>all Eligibility Criteria</u> and qualified for the **Reward** prior to the effective date of the change, provided that such eligibility has been verified and confirmed by **MEXEM** in accordance with this **Agreement**.
- 2.5 The **Reward** offered under this **Promotion** is personal to each **Eligible Client**, non-transferable, and non-assignable. It applies solely to the **Eligible Client's Asset Management Account** and may not be exchanged, substituted, or redeemed for cash or any other benefit.
- 2.6 The **Reward** offered under this **Promotion** is subject to the general terms, limitations, and enforcement provisions set forth in Sections 3 through 10 of this **Agreement**.

# 3. TERMINATION AND CHANGES

- 3.1 **MEXEM** reserves the right to withhold, suspend, or cancel the **Reward** applied or attempted to be applied under this **Promotion** where, in its sole discretion, it determines that a **Client** has engaged, or has attempted to engage, in any activity intended to manipulate, abuse, or otherwise undermine the **Promotion**, or has breached or is reasonably suspected of having breached any **Applicable Laws**, regulations, licensing requirements, or any term of this **Agreement**. This includes situations where **MEXEM** reasonably believes that the **Client** has provided false, inaccurate, misleading, or incomplete **Information** in connection with participation in the **Promotion**, or has otherwise acted contrary to the spirit or intention of the **Promotion**.
- 3.2 **MEXEM** shall act as the sole arbiter of this **Promotion**, these **Terms**, and any matters arising in connection with this **Agreement**. All decisions made by **MEXEM**, including any exceptions, interpretations, or modifications to these **Terms**, shall be final and binding. The general right of **MEXEM** to amend, modify, or terminate this **Promotion** is set forth in Clause 2.4 of this **Agreement**.
- 3.3 This **Promotion** is not open to employees of **MEXEM** or any entity within the **MEXEM Group**, nor to employees, agents, or representatives of entities that directly compete with **MEXEM** or any member of the **MEXEM Group**.



- 3.4 Any dispute or situation not expressly addressed by these **Terms** shall be resolved by **MEXEM's** management in the manner it considers fair and reasonable to all concerned. All such decisions shall be final and binding on all **Parties**.
- 3.5 If any provision of these **Terms**, or any part thereof, is or becomes illegal, invalid, or unenforceable under the laws of any jurisdiction, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the remaining provisions of these **Terms** in that jurisdiction, nor shall it affect the legality, validity, or enforceability of any provision in any other jurisdiction.
- 3.6 No failure or delay by **MEXEM** in exercising any right, remedy, or provision under these **Terms** shall operate as a waiver of that right, remedy, or provision. Nor shall any single or partial exercise of any right or remedy preclude any further or future exercise thereof.

# 4. RISK WARNING

- 4.1 Participation in the **Promotion** does not constitute financial, investment, or tax advice, nor does it guarantee any financial benefit or return. The **Reward** (management-fee discount) is subject to the **Eligibility Criteria** and other conditions set forth in this **Agreement**. **MEXEM** shall not be liable for any indirect, incidental, or consequential damages resulting from participation in the **Promotion**, including but not limited to trading losses, reliance on promotional benefits, or changes in the availability or scope of third-party services. **Clients** are solely responsible for understanding the terms of this **Promotion** and for making their own independent financial and investment decisions.
- 4.2 Participation in this **Promotion** does not constitute a solicitation, offer, or recommendation by **MEXEM** to buy, sell, or invest in any financial instruments or to engage in any particular portfolio-management strategy. Investing in financial instruments involves risks, including the potential loss of capital. **Clients** should carefully consider their financial situation, investment objectives, and risk appetite before engaging in investment or asset-management activity and are advised to seek independent legal, financial, or tax advice as appropriate.
- 4.3 Past performance of managed portfolios or strategies does not guarantee future results. The value of investments may rise or fall, and **Clients** may not recover the full amount originally invested. **MEXEM** provides asset-management services on a best-effort basis, in accordance with the investment objectives and risk profile agreed with each **Client**.
- 4.4 Participation in this **Promotion** does not entitle the **Client** to any ongoing, recurring, or future benefits beyond those expressly provided under this **Agreement**. The **Reward** (discounted management-fee rate) applies solely for as long as the **Client** maintains an **active** and **eligible Asset Management Account** in accordance with these **Terms**. **MEXEM** makes no representation, warranty, or commitment regarding the continuation, renewal, or future availability of this or any similar promotional offer.



4.5 All personal and financial **Information** provided by the **Client** in connection with this **Promotion** shall be collected, processed, stored, and handled in accordance with **MEXEM's** Privacy Policy and all applicable data protection laws and regulations.

#### 5. DATA PROTECTION AND CLIENT CONSENT UNDER GDPR

- 5.1 **MEXEM** processes personal and financial data in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") and its internal privacy and data handling policies.
- 5.2 **MEXEM** shall collect, process, and store your personal and financial data strictly as necessary for:
  - a) administering and managing your participation in this **Promotion**, including the verification of eligibility and applying the **Reward**; and
  - b) complying with **MEXEM's** legal and regulatory obligations under **Applicable Laws**, including requirements imposed by CySEC.
- 5.3 The personal and financial data processed by **MEXEM** for the purposes of this **Promotion** may include, but are not limited to: personal identifiers (such as name, date of birth, nationality, and contact information), financial and account-related data, documentation provided during account opening and identity verification, and any other information required to administer the **Promotion** in relation to your **Asset Management Account**, verify **Reward** eligibility, or fulfill legal and regulatory obligations.
- 5.4 For further details on how your personal data is collected, used, stored, and protected including your rights under the GDPR please refer to **MEXEM's** Privacy Policy, available on the official **MEXEM website**. The Privacy Policy is incorporated by reference into this **Agreement** and forms an integral part of these **Terms**.

# 6. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

6.1 **MEXEM** and/or any of its subsidiaries, affiliates, or agents shall not be liable for any loss or damage arising directly or indirectly from events, actions, or omissions beyond its reasonable control. This includes, without limitation, losses resulting from delays, interruptions, or failures in the transmission or processing of transactions, communications, or information due to failures in communication systems, internet connectivity, third-party service providers, or power outages.



- 6.2 Any tax liability arising from the application of the **Reward** under this **Promotion**shall be the sole responsibility of the **Client**. Where applicable law requires **MEXEM**towithhold tax and remit it to the relevant tax authority on the **Client's** behalf, the amountofanytaxable benefit attributed to the **Reward** will be net of such tax. **MEXEM** shall bear noresponsibility for any additional tax obligations that may arise in the **Client's** jurisdictionasaresult of participation in this **Promotion**.
- 6.3 Nothing in this **Promotion** or in these **Terms** shall be construed as creating any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the **Client** and **MEXEM**.
- 6.4 In the event that this **Agreement** is translated into a language other than English, the English version shall prevail and be deemed the authoritative and binding version in case of any conflict, discrepancy, or inconsistency between the language versions.
- 6.5 Unless expressly stated otherwise in writing by **MEXEM**, participation in this **Promotion** is limited to one (1) **Reward** per **qualifying Asset Management Account**, provided that each such account independently satisfies **all Eligibility Criteria** set forth in these **Terms. MEXEM** reserves the right, at its sole discretion, to determine whether multiple accounts held by the same **Client** constitute distinct qualifying accounts for the purposes of this **Promotion**.
- 6.7 Eligibility for this **Promotion** is subject to verification and full compliance with these **Terms**. Any misuse, manipulation, or attempt to circumvent the conditions of the **Promotion** may result in disqualification from the current or future promotional offers. All decisions made by **MEXEM** regarding eligibility, exceptions, or the application of the **Promotion** shall be final and binding on all **Parties**.
- 6.8 **MEXEM** reserves all rights not expressly granted under these **Terms**. Participation in the **Promotion** shall not be construed as conferring any additional rights or entitlements to the **Client** beyond those explicitly set forth in this **Agreement**.

# 7. PRIVACY

- 7.1 **MEXEM** does not sell or disclose **Client** or prospective **Client Information** to third parties, except as required in the ordinary course of business. Such disclosures may include sharing **Information** with employees, agents, service providers, affiliates, banking partners, or regulatory authorities, in accordance with **Applicable Laws** and **MEXEM's** Privacy Policy. All data sharing is conducted in accordance with the principles of necessity, proportionality, and confidentiality.
- 7.2 **Information** collected by **MEXEM** may be used solely for administering and managing this **Promotion** and for purposes directly related to its operation and compliance with applicable regulatory obligations.



7.3 For all matters relating to the processing of personal data in connection with this **Promotion**, please refer to Section 5 ("Data Protection and Client Consent under GDPR").

# 8. CONSENT TO ELECTRONIC SIGNATURE

- 8.1 By electronically signing **MEXEM's** account agreement and related documentation, you acknowledge receipt of your account opening materials, including the account letter and all documents contained within **MEXEM's** electronic account package. You further confirm that you have read, understood, and agreed to be bound by the terms and conditions set forth therein.
- 8.2 By signing **MEXEM's** account agreement and related documents, you consent to **MEXEM** maintaining, receiving, storing, and accessing electronic records of your account, portfolio activity, and investment operations, in accordance with applicable legal and regulatory requirements.
- 8.3 By participating in this **Promotion**, you confirm that you have read and understood these **Terms** in full and agree to be bound by them. You further acknowledge that any **Information** provided in connection with this **Promotion** is accurate and complete to the best of your knowledge.

# 9. ENTIRE AGREEMENT

9.1 This **Agreement**, together with **MEXEM's** General Terms and Conditions, Risk Disclosure, and all referenced policies and procedures, constitutes the entire agreement between **MEXEM** and the **Client** with respect to the **Promotion**. It supersedes all prior or contemporaneous understandings, communications, representations, or agreements — whether oral or written — relating to the subject matter of this **Promotion**.

#### 10. GOVERNING LAW AND JURISDICTION

10.1 This **Agreement**, including the rights and obligations of the **Parties** and any judicial or administrative proceedings arising directly or indirectly from it or from any transaction contemplated herein, shall be governed by and construed in accordance with the laws of the Republic of Cyprus. The **Parties** irrevocably submit to the non-exclusive jurisdiction of the courts of Cyprus for the resolution of any such matters.

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.