



COMMISSION REBATE PROMOTION

TERMS & CONDITIONS CUSTOMER AGREEMENT

This is a legal contract between **MEXEM Limited**, a registered investment firm in the Republic of Cyprus, 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 commission rebate promotion for the **Clients** introduced to us by our partner, THE BANKER. 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 and all accounts opened with **MEXEM**. An account shall be considered:

- "**Fully opened**" when it has been approved by both **MEXEM** and Interactive Brokers ("IB"), has received a first deposit, and has executed at least one (1) trade.
- "**Open Account**" when it has been approved by both **MEXEM** and IB and has received a first deposit.

"**Reward**" shall mean a cashback reimbursement of up to one hundred euro (€100) in commissions incurred for transactions executed within your **MEXEM** account during the defined cashback period, as outlined in Section 2 of this **Agreement**.

"**Eligibility Criteria**" shall mean the minimum requirements that you must meet to qualify for the **Reward** under the commission rebate promotion, as outlined in Section 2 of this **Agreement**, including but not limited to account registration, funding, and trading activity.

"**Eligible Client**" 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 through the dedicated link — <https://ar.mexem.com/the-banker>, 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 a **MEXEM** Investment Account that executed 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.

"Information" shall mean personal and sensitive financial data, such as bank account numbers, personal information, identification documents, trading account information, income statements, tax returns, and other confidential data, that you provide to **MEXEM** for the purpose of account opening/linking, verification, regulatory compliance, and administration of the commission rebate promotion.

"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 where you can trade in financial instruments and where your **Client Account** is located.

"Parties" shall mean the **Company** and the **Clients** who are eligible for the commission rebate promotion, with a **"Fully Opened"** account.

"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**.

"Promotion Validity" shall mean the period commencing on 26 May 2025 and ending on 30 June 2025 at 11:59 PM GMT, during which all **Eligibility Criteria** as outlined in this **Agreement** must be satisfied in order to qualify for participation in the commission rebate promotion.

"Cashback Period" shall mean the period of three (3) consecutive calendar months, commencing in the calendar month during which you have fulfilled all of the **Eligibility Criteria** set out in Clause 2.1, provided that all such criteria are fulfilled within the **Promotion Validity**.

1. INTRODUCTION

1.1 MEXEM's **"Commission Rebate Promotion"** (the **"Cashback Promotion"** or the **"Promotion"**) offers a promotional opportunity whereby eligible **New Clients** may receive a reimbursement of up to one hundred euro (€100) in commissions incurred for transactions executed within their **MEXEM** accounts during the defined **Cashback Period**.

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

1.3 These terms and conditions (**"Terms"**) form the basis of participating in the **Cashback Promotion**.

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

1.5 **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.

1.6 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.



1.7 The **Promotion** shall be valid until 30 June 2025 at 11:59 PM GMT.

2. CASHBACK PROMOTION: ELIGIBILITY AND TERMS

2.1 Eligibility Criteria for New MEXEM Accounts

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

- Be a **New MEXEM Client** who has successfully registered a **MEXEM** Investment Account through the following link:
 - <https://ar.mexem.com/the-banker>, or linked an existing IB account to **MEXEM**. In the case of linking an existing IB account, you must send an email at ar.support@mexem.com to notify **MEXEM** that you were referred to us by our partner — THE BANKER.
- 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 **Cashback 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 **Cashback Promotion**, which must total at least €2,000 (two thousand euro).
- Have an **Active Account**. For the purposes of the **Cashback Promotion**, an “**Active Account**” shall mean a **MEXEM** Investment Account that executed at least one (1) trade since the time it was opened or linked.
- Send a confirmation email at ar.support@mexem.com confirming that you have satisfied the **Eligibility Criteria** as outlined above.

Clarification: **New Clients** who fulfil all the above criteria before the expiration of the **Cashback Promotion** on 30 June 2025, will be deemed **Eligible Clients**.

2.2 The **Cashback Period** shall commence in the calendar month during which you have satisfied all of the criteria set out in Clause 2.1, provided that all such criteria are met on or before June 30, 2025 (the “Promotion Expiry Date”). The **Cashback Period** shall continue for a total of three (3) consecutive calendar months, including the month of commencement.



2.3 During the **Cashback Period**, **MEXEM** will reimburse you for commissions incurred from buying and selling financial instruments, subject to a maximum reimbursement of one hundred euro (€100).

- Example: If you incur commissions totaling fifty-four euros (€54), you will receive fifty-four euros (€54) as cashback.
- If the total commissions incurred during the **Cashback Period** exceed one hundred euro (€100), the maximum reimbursement will be limited to one hundred euro (€100).
- If the total commissions incurred are less than one hundred euro (€100), you will receive a reimbursement equivalent to the exact amount of the commissions paid (e.g., eighty-six euros and twenty-five cents (€86.25) in commissions will result in a cashback of eighty-six euros and twenty-five cents (€86.25)).

2.4 The cashback amount will be calculated and credited by the end of the month following the conclusion of the **Cashback Period**.

- Example: If you satisfy all of the **Eligibility Criteria** in June, your **Cashback Period** will include June, July, and August. The total cashback amount earned during this period will be calculated and credited to your account by the end of September — the month following the conclusion of the **Cashback Period**.

2.5 The cashback amount will be credited directly to your **MEXEM** account. **MEXEM** reserves the right to process the cashback payment solely through this account and shall not entertain requests for alternative payment methods.

2.6 The **Cashback Promotion** shall only apply to commissions incurred from trading listed financial instruments, including but not limited to stocks, exchange-traded funds (“ETFs”), and options. Any non-commission products or fees, such as market data subscriptions, wire withdrawal fees, or debit interest, shall be explicitly excluded from the **Cashback Promotion**.

2.7 The **Cashback Promotion** shall not be combined with any other commission-based cashback offers or promotional programs, except where explicitly authorized in writing by **MEXEM**.

2.8 **MEXEM** reserves the right, at its sole discretion, to amend, modify, or terminate the **Cashback Promotion** at any time. In the event of such changes or termination, **MEXEM** will provide prior notice to the affiliate and/or **Eligible Clients** where applicable. Any amendments or termination shall not affect the rights of **Clients** who have already qualified for the **Cashback Promotion** before the change.



2.9 The **Reward** is non-transferable and cannot be redeemed for cash or other equivalents.

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 **Cashback Promotion**, or where either a **Client** may have breached or, in **MEXEM's** view, potentially breached, any law, regulation or licensing requirement.

3.2 The **Cashback Promotion** and any obligations of **MEXEM** pursuant to it will be revoked or withdrawn from **Clients** who abuse the spirit or intention of this **Promotion**. We reserve the right to cancel or withdraw the **Cashback Promotion** at any time in case of any suspected abuse of it. 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 **Cashback Promotion**, we reserve the right to stop or withdraw payment of the **Reward** or any attempted withdrawal of the same.

3.3 We are the sole arbiter of the **Cashback Promotion**, 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 **Cashback Promotion** or any aspect of it at any time and without prior notice.

3.4 The **Cashback Promotion** 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.

3.5 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**.

3.6 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 The **Cashback Promotion** outlined in Section 2 of this **Agreement** does not constitute financial, investment, or tax advice, nor does it guarantee financial gain. The reimbursement of up to one hundred euro (€100) in commissions is subject to the conditions specified in Section 2 and is limited solely to commissions incurred from trading listed financial instruments. **MEXEM** shall not be liable for any indirect, consequential, or incidental damages arising from participation in the **Cashback Promotion**, including but not limited to any losses incurred due to trading activities or reliance on the cashback amount. **Clients** are solely responsible for understanding the terms and conditions of the **Cashback Promotion** and making their own independent financial and investment decisions.

4.2 For the avoidance of doubt, participation in the **Cashback Promotion** does not constitute a solicitation, offer, or recommendation by **MEXEM** to buy, sell, or invest in any financial instruments. Investing in financial instruments involves risks, including the potential loss of capital. **Clients** should assess their investment objectives, financial situation, and risk tolerance before engaging in any trading activity. **Clients** are advised to consider seeking independent financial, legal, or tax advice.

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").

5.2 **MEXEM** will collect, process, and store your personal and financial data as necessary for:

- administering the **Cashback Promotion**;
- fulfilling its legal and regulatory obligations under the Cyprus Securities and Exchange Commission ("CySEC") rules and applicable legislation.

5.3 The data processed may include, but is not limited to, personal identifiers, financial and account information, and supporting documentation submitted during account opening, verification, and ongoing client relationship management.

5.4 For more information, please refer to **MEXEM's** Privacy Policy available at <https://www.mexem.com/privacy-policy>, which outlines your data protection rights and how your personal data is handled.



6. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

6.1 **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.

6.2 If any tax is payable on the **Reward** paid by us to you under the **Cashback Promotion**, 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.

6.3 Nothing in the **Cashback Promotion** creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and **MEXEM**.

6.4 In the event that this **Agreement** is translated into a language other than English, the English version shall prevail and constitute the binding version in the event of any conflict or inconsistency between the two versions of the **Agreement**.

6.5 The **Reward** for the **Cashback Promotion** is not transferable.

6.6 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.

6.7 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**.



7. PRIVACY

7.1 **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.

7.2 **Information** collected by **MEXEM** may be used for administering the **Cashback Promotion** and will only be used for the purposes stated in these **Terms and Conditions** or for other directly related purposes.

7.3 For all matters relating to the processing of personal data in connection with the **Cashback 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 documents, you acknowledge receipt of your account letter, your agreement, and other documents contained as part of **MEXEM's** electronic account package. You agree to be bound by their terms and conditions.

8.2 In addition, by signing **MEXEM's** account agreement and related documents, you consent to **MEXEM** maintaining and receiving electronic records of your trades and accounts.

9. ENTIRE AGREEMENT

9.1 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.



10. GOVERNING LAW AND JURISDICTION

10.1 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.