

## COMMISSION REBATE 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 **Commission Rebate Promotion** (hereinafter referred to as the "**Promotion**"). The **Promotion** is made available exclusively to **Clients** introduced to us by our partner, Rachid Idouchbareg (also known through his YouTube channel, Prezzma). All **Parties** acknowledge and agree to be bound by these **Terms** upon acceptance of the **Terms** and **Conditions** set forth herein and upon fulfillment of the conditions specified in the offer.

# **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**.

"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 public holiday in Cyprus, between the hours of 07:00 AM and 21:00 GMT.

"Cashback Period" shall mean the period of three (3) consecutive calendar months, commencing on the date the Client's cumulative deposits reach one thousand US dollars (USD \$1,000), provided that such deposits are made within thirty (30) calendar days from the date on which MEXEM confirms that the Client Account has been opened, and that all Eligibility Criteria, including the required funding, are satisfied no later than 31 December 2025, being the expiration of the Promotion Validity Period.



"Client Account" shall mean any and all accounts established with **MEXEM** and approved by both **MEXEM** and Interactive Brokers ("IB"), whether newly opened directly with **MEXEM** or existing IB accounts duly linked to **MEXEM**.

- a) An account shall be deemed "**Opened**" once it has been formally approved by both **MEXEM** and IB in accordance with their respective customer acceptance policies.
- b) An account shall be deemed "**Active**" once, in addition to being **Opened**, at least one (1) trade per year has been executed through the account.

"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 the Reward under the Promotion, as detailed in Section 2 (Eligibility and Terms) of this Agreement. Such conditions include, without limitation, (i) the opening or linking of a MEXEM Investment Account, (ii) completion of the Qualifying Deposit within the Promotion Validity Period, and (iii) compliance with all additional requirements and procedures specified by MEXEM for participation in the Promotion.

"Eligible Client" shall mean an individual who has satisfied <u>all</u> Eligibility Criteria as defined in this **Agreement** and whose participation has been verified and approved by **MEXEM** in accordance with its customer acceptance policy 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 a Client who, during the Promotion Validity Period:

- a) successfully opens a new MEXEM Investment Account directly with MEXEM; or
- b) links an existing IB account to **MEXEM** by completing all required linking procedures, including submission of any required confirmations to **MEXEM**;



and, in either case, meets all additional eligibility requirements set forth in Section 2 (Eligibility and Terms) of 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 trading platform through which the Client may trade in financial instruments and where the Client Account is maintained.

"Promotion Validity Period" shall mean the period commencing on 3 November 2025 and ending on 31 December 2025 at 23:59 GMT, during which all Eligibility Criteria must be satisfied in order for the Client to qualify for participation in the Promotion.

"Qualifying Deposit" shall mean the minimum funding required to establish eligibility for the **Promotion**, calculated as follows:

- a) For New Accounts: an accumulated deposit of no less than one thousand US dollars (USD \$1,000), made to the Client Account through no more than two (2) deposits, both completed within thirty (30) calendar days from the date on which MEXEM confirms that the account has been Opened, and in any case no later than the expiration of the Promotion Validity Period, being 31 December 2025.
- b) For Linked Accounts: the sum of (i) the total account value at the time the existing IB account is linked to MEXEM, together with (ii) any additional deposits made into the Client Account through no more than two (2) deposits, both completed within thirty (30) calendar days from the date of linking, provided that such deposits are made no later than 31 December 2025, and that the aggregate amount equals or exceeds one thousand US dollars (USD \$1,000).

"Reward" shall mean a cashback reimbursement of up to one hundred US dollars (USD \$100) in trading commissions incurred from eligible transactions executed within the Client's MEXEM Investment Account during the defined Cashback Period, in accordance with the terms and conditions specified in Section 2 (Eligibility and Terms) of this Agreement.

"Website" shall mean www.mexem.com.

### 1. INTRODUCTION

1.1 **MEXEM's Commission Rebate Promotion** (the "Cashback Promotion" or the "Promotion") offers **Eligible Clients** the opportunity to receive a cashback reimbursement of up to one hundred US dollars (USD \$100) in trading commissions incurred on transactions executed within their MEXEM Investment Accounts during the defined **Cashback Period**, subject to the terms and conditions set out in this **Agreement**.



- 1.2 The **Promotion** is made available exclusively to **New Clients** who meet <u>all</u> **Eligibility Criteria** set forth in Section 2 (Eligibility and Terms), including the requirement to satisfy the **Qualifying Deposit** threshold within the **Promotion Validity Period**.
- 1.3 These **Terms and Conditions** (the "**Terms**") set forth the basis for participation in the **Promotion**.
- 1.4 By participating in the **Promotion**, you acknowledge that you have read, understood, and agreed to be bound by these **Terms**.
- 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 not affect the rights of **Eligible Clients** who have already qualified for the **Reward** prior to the effective 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, please contact us at: <a href="mailto:ar.support@mexem.com">ar.support@mexem.com</a>.

# 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 <u>all</u> of the conditions set out below during the **Promotion Validity Period** (i.e., by <u>31 December 2025</u> at 23:59 GMT) in order to become eligible to receive the **Reward** described in Clause 1.1.

- a) Successfully open a new **MEXEM** Investment Account through the <u>designated</u> webpage; or
- b) Link an existing IB account to **MEXEM** by completing all required steps, including final confirmation by email to <a href="mailto:ar.support@mexem.com">ar.support@mexem.com</a>.
  - By linking your Interactive Brokers account to **MEXEM LTD**, you confirm that you have read and agreed to our <u>Terms and Conditions</u>.
- c) Meet the **Qualifying Deposit** requirement, as follows:



- i) For New Accounts: an accumulated deposit of no less than one thousand US dollars (USD \$1,000), made to the Client Account through no more than two (2) deposits, both completed within thirty (30) calendar days from the date on which MEXEM confirms that the account has been Opened, and in any case no later than the expiration of the Promotion Validity Period, being 31 December 2025.
- ii) For Linked Accounts: the sum of (i) the total account value at the time the existing IB account is linked to MEXEM, together with (ii) any additional deposits made into the Client Account through no more than two (2) deposits, both completed within thirty (30) calendar days from the date of linking, provided that such deposits are made no later than 31 December 2025, and that the aggregate amount equals or exceeds one thousand US dollars (USD \$1,000).
- d) Send an email to <a href="mailto:ar.support@mexem.com">ar.support@mexem.com</a> before the end of the **Promotion Validity**<a href="mailto:Period">Period</a>. The email must include:</a>
  - i) Confirmation of the completed Qualifying Deposit (e.g., a transaction receipt or proof of transfer);
  - ii) For linked accounts: confirmation that the IB account has been successfully linked to MEXEM, along with proof of any additional deposit made, if required, to satisfy the Qualifying Deposit requirement.
- 2.1.1 **MEXEM** reserves the right to verify any information submitted in connection with this **Promotion**, including but not limited to proof of deposit, prior to issuing any **Reward**.
- 2.1.2 For the purposes of this **Agreement**, a **Client** who fulfils <u>all</u> applicable **Eligibility Criteria** as set forth in Clause 2.1 on or before <u>31 December 2025</u> at 23:59 GMT shall be deemed an **Eligible Client** and shall qualify to receive the **Reward**, subject to final verification and approval by **MEXEM**, including confirmation of compliance with all requirements of this **Agreement** and applicable regulatory obligations.
- 2.2 The **Cashback Period** shall commence in the calendar month during which the **Client** satisfies <u>all</u> of the criteria set out in Clause 2.1, including the requirement to reach a cumulative deposit amount of one thousand US dollars (USD \$1,000) through <u>no more than two (2) deposits</u>, both completed within thirty (30) calendar days from the date on which **MEXEM** confirms that the **Client Account** has been **Opened**, and in any case no later than <u>31 December 2025</u> at 23:59 GMT (the "**Promotion Expiry Date**").



2.2.1 If the criteria are satisfied **on or before the 15th day** of a given calendar month, then such calendar month shall be considered the first month of the **Cashback Period**. If the criteria are satisfied **after the 15th day** of the calendar month, then the **Cashback Period** shall commence from the following calendar month. The **Cashback Period** shall continue for a total of three (3) consecutive calendar months, including the month of commencement.

## Example 1 – Funding completed on or before the 15th day:

Your account is confirmed **Open** by **MEXEM** on 5 November 2025. You make two deposits — USD \$600 on 8 November and USD \$400 on 12 November — reaching the USD \$1,000 cumulative deposit threshold within the required 30-day period. Because the criteria are met on or before the 15th day of the month, the **Cashback Period** will commence in November 2025 and will run for three (3) consecutive calendar months — November, December 2025, and January 2026.

# Example 2 – Funding completed after the 15th day:

Your account is confirmed **Open** by **MEXEM** on 5 November 2025. You make two deposits — USD \$600 on 10 November and USD \$400 on 20 November — reaching the USD \$1,000 cumulative deposit threshold within the required 30-day period. Because the criteria are met after the 15th day of the month, the **Cashback Period** will commence in December 2025 and will run for three (3) consecutive calendar months — December 2025, January 2026, and February 2026.

<u>Disclaimer</u>. The above examples are provided <u>for illustrative purposes only</u> and are intended to explain the operation of the **Cashback Period** in general terms. Actual eligibility and cashback outcomes may vary depending on each **Client's** individual account activity and timing of deposits. **These examples do not constitute investment, financial, or tax advice, nor do they create any contractual entitlement or guarantee of benefit.** 

2.3 During the **Cashback Period**, **MEXEM** shall reimburse the **Client** for eligible <u>trading</u> commissions incurred from the buying and selling of financial instruments within the **Client's MEXEM** Investment Account, subject to a maximum total reimbursement of one hundred US dollars (USD \$100) (the "**Reward**").

### Example:

- a) If you incur total trading commissions of fifty-four US dollars (USD \$54) during the **Cashback Period**, you will receive USD \$54 as cashback.
- b) If the total trading commissions incurred during the **Cashback Period** exceed USD \$100, the reimbursement will be capped at USD \$100.



c) If the total trading commissions incurred during the **Cashback Period** are less than USD \$100, you will receive a cashback equal to the exact amount of commissions paid (e.g., USD \$86.25 in trading commissions will result in a cashback of USD \$86.25).

<u>Disclaimer</u>: The above example is provided <u>for illustrative purposes only</u> and is intended to demonstrate the calculation of the **Reward**. Actual cashback amounts will depend on each **Client's** individual trading activity during the **Cashback Period** and are subject to verification in accordance with this **Agreement**.

- 2.4 The **Reward** shall be credited directly to the **Client's MEXEM** Investment Account following final verification of eligibility and calculation by **MEXEM**. **MEXEM** reserves the right to process the **Reward** exclusively through the **Client's MEXEM** Investment Account and shall not accept or process any requests for alternative payment methods or transfers to external accounts.
- 2.4.1 The **Reward** will be credited within thirty (30) calendar days following the conclusion of the **Cashback Period**. For example, if the **Cashback Period** ends in February 2026, the corresponding **Reward** shall be credited to the **Client's MEXEM** Investment Account no later than 31 March 2026, subject to successful completion of all verification and compliance checks.
- 2.5 The **Cashback Promotion** applies exclusively to trading commissions incurred on listed financial instruments (such as stocks, exchange-traded funds (ETFs), and options) executed within the **Client's MEXEM** Investment Account during the **Cashback Period**.
- 2.5.1 The **Promotion** expressly excludes all non-commission charges, including but not limited to: market data subscription fees, debit or margin interest, and any applicable taxes or regulatory levies.
- 2.6 This **Promotion** may not be combined with any other commission-based cashback offers, rebates, or promotional programs, unless expressly authorized in writing by **MEXEM**. Any such authorization must be provided by **MEXEM's** duly authorized representatives and shall apply only to the specific instance expressly approved.
- 2.7 **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 the structure, duration, or availability of the **Reward** at any time. In the event of such amendment, suspension, or termination, **MEXEM** shall provide reasonable prior notice to **Eligible Clients**, where applicable. Any such amendment or termination shall not affect the rights of **Eligible Clients** who have already satisfied **all Eligibility Criteria** and qualified for the **Reward** prior to the effective date of the change, provided that such eligibility has been duly verified by **MEXEM** in accordance with this **Agreement**.



- 2.8 The **Reward** offered under this **Promotion** is personal to **Eligible Clients**, non-transferable, and may not be redeemed for cash or any other equivalent or substitute benefit.
- 2.9 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** granted or attempted to be granted 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 2.7 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** is subject to the **Eligibility Criteria** and 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 with third-party services. 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 trading activity, and are advised to seek independent legal, financial, or tax advice as appropriate.
- 4.3 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** is granted on a discretionary basis in connection with each individual **Cashback Period**, subject to verification and approval by **MEXEM**. **MEXEM** makes no representation, warranty, or commitment regarding the continuation, renewal, or future availability of this or any similar promotional offer.
- 4.4 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 delivering 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**, 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 orders, 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 receipt or use of the **Reward** under this **Promotion** shall be the sole responsibility of the **Client**. Where applicable law requires **MEXEM** to withhold tax and remit it to the relevant tax authority on the **Client's** behalf, the amount of any taxable benefit attributed to the **Reward** will be net of such tax. **MEXEM** shall bear no responsibility for any additional tax obligations that may arise in the **Client's** jurisdiction as a result 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 The **Reward** under this **Promotion** is personal to the **Eligible Client**, non-transferable, and may not be exchanged, assigned, or redeemed for any alternative or substitute benefit, unless explicitly stated otherwise in these **Terms**.
- 6.6 Unless expressly stated otherwise in writing by **MEXEM**, participation in this **Promotion** is limited to one (1) **Reward** per qualifying **MEXEM** Investment Account, provided that each such account <u>independently</u> satisfies <u>all</u> **Eligibility Criteria** described in Clause 2.1, including completion of the required **Qualifying Deposit** within the **Promotion Validity Period**.



- 6.6.1 **Clients** may not combine, stack, or apply multiple promotional offers concurrently, whether across the same or different accounts.
- 6.6.2 **MEXEM** reserves the right, at its sole discretion, to grant exceptions on a case-by-case basis. Any such exception shall apply only to the specific instance expressly approved in writing and shall not constitute a modification or waiver of **MEXEM's** general promotional policy.
- 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 for administering the **Promotion** and will only be used for the purposes stated in these **Terms** or for other purposes directly related to the **Promotion**.
- 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 trades, transactions, and account activity, 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.