



EXECUTION FEE REIMBURSEMENT 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** regarding the provision of a promotional reward of up to €100 (one hundred euro) in execution fees for new clients referred through our partner, thehappyinvestors.nl (Happy Investors BV, registered no.: 87029081, with its registered address at Grote Bolspolder 1, 4756 TW Kruisland, the Netherlands). 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 account opened with Interactive Brokers 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 (1) trade.

"**Reward**" shall mean a reimbursement of up to €100 (one hundred euro) in execution fees for **MEXEM** Customers with a "**Fully Opened**" account, who meet the requirements of the **Promotion** outlined in Section 2.

"**Eligible Customer**" shall mean a **New Client** 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 opens a new **MEXEM** Investment Account through the Happy Investors landing page: <https://www.lp2.mexem.com/happy-investors>.

"**Funded Account**" shall mean a **MEXEM** Investment Account that has received an initial deposit and has been approved by both **MEXEM** and Interactive Brokers.

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



“**Personal Information**” shall mean personal and sensitive financial data, including but not limited to bank account numbers, identification documents, trading account details, income statements, and other confidential data, which the **Client** provides to **MEXEM** for the purposes of account opening, verification, regulatory compliance, and administration of the **Promotion**.

“**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 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 the **Company** and the **Clients** eligible for the **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.

“**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.

“**Promotion Period**” shall mean the period starting on March 31st at 00:00 GMT and ending on November 30th at 23:59 GMT, during which **Eligible Customers** can participate in the **Execution Fee Reimbursement Promotion**.

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

1. INTRODUCTION

1.1 **MEXEM’s “Execution Fee Reimbursement Promotion” (“Promotion”)** offers **Eligible Clients** referred through thehappyinvestors.nl dedicated landing page the opportunity to receive a reimbursement of up to €100 (one hundred euro) in execution fees, valid from March 31st to November 30th, subject to the conditions set out in Section



1.2 This **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 **Promotion**.

1.4 By participating in the **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.

2. Eligibility and Terms

2.1 To qualify for the Promotion, the Client must meet **all** of the following conditions:

- Be a **New Client**, meaning a Client who has not previously held a MEXEM Investment Account, and who successfully registers through the dedicated promotional landing page: <https://www.lp2.mexem.com/happy-investors>.
- Make a minimum deposit of €250 (two hundred fifty euro) into the newly opened **Client Account**, and
- 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.

2.2 **New Clients** who fulfil **all** the above criteria within the **Promotion Period**, which commences on March 31st at 00:00 GMT and ends on November 30th at 23:59 GMT, will be deemed **Eligible Clients**.

2.3 Reward and Application

- **Eligible Clients** will qualify to receive a reimbursement of up to €100 (one hundred euro) in execution fees. This reimbursement will be applied exclusively to eligible trading activity conducted during the **Promotion Period**.



2.4 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 **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 **Promotion** 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 **Promotion** 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 **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 **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 **Promotion** or any aspect of it at any time and without prior notice.

3.4 The **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 Participation in this **Promotion** does not constitute a solicitation or recommendation to invest in financial instruments.

4.2 Investing in financial instruments involves risks, and **Clients** should carefully consider



their investment objectives and acceptable level of risk before trading.

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 **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.

5.3 Nothing in this **Promotion** 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.

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 for other directly related purposes. The Client expressly agrees to our collection and processing 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 "**Personal Information**") for the sole purpose of facilitating the **Promotion**. The Client acknowledges that the **Personal Information** may be necessary to enable the proper execution of this **Promotion** 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.