



MEXEM COMMISSION-FREE ETPs/ETFs 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 Anthropon Dikaionaton, 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 **MEXEM Commission-Free ETPs/ETFs Promotion** (hereinafter referred to as the "**Promotion**"). The **Promotion** is made available exclusively to **Clients** of **MEXEM** who meet the eligibility criteria set forth in this **Agreement**. All **Parties** acknowledge and agree to be bound by these **Terms** upon acceptance of the **Terms and Conditions** set forth herein and upon satisfaction of the applicable **Eligibility Criteria** specified in this **Agreement**.

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.

"**Client Account**" shall mean any and all accounts established with **MEXEM** and approved by both **MEXEM** and Interactive Brokers ("IB"), whether newly opened or already existing at the time of participation in the **Promotion**. 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. An account shall be deemed "**Active**" once at least one (1) trade has been executed through the account.



“Commission” shall mean the execution commission charged by **MEXEM** to the **Client** upon the opening of a buy position in a financial instrument, in accordance with **MEXEM’s** standard pricing schedule applicable at the time of execution, excluding any third-party fees, exchange fees, clearing fees, regulatory fees, taxes, or other charges.

“Commission Reimbursement” shall mean the reimbursement to the **Client** of an amount equal to the **Commission** charged by **MEXEM** on an **Eligible Transaction** and credited to the **Client Account** in accordance with the terms of this **Agreement**.

“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 conditions that a **Client** must satisfy in order to qualify for the **Reward** under this **Promotion**, including, without limitation:

- a) Maintaining an approved and **Active Client Account** with **MEXEM**; and
- b) Executing one or more **Eligible Transactions** in **Eligible ETPs/ETFs** during the **Promotion Period**,

all as further specified in Section 2 (Eligibility and Terms) of this **Agreement**.

“Eligible Client” shall mean any **Client**, whether new or existing, who satisfies all applicable **Eligibility Criteria**, whose participation in the **Promotion** has been verified by **MEXEM**, and who has executed at least one **Eligible Transaction** through a **Client Account** during the **Promotion Period**.

“Eligible ETPs/ETFs” shall mean any exchange-traded products (“ETPs”) and exchange-traded funds (“ETFs”) available for trading through the **Platform**, unless otherwise excluded by **MEXEM** at its discretion and as communicated to **Clients**.

“Eligible Transaction” shall mean a buy order executed by an **Eligible Client** in an **Eligible ETP/ETF** through the **Client Account** during the **Promotion Period**, in respect of which a **Commission** is charged by **MEXEM** and subsequently reimbursed under the **Promotion**.

“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.

“**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**” shall mean the **MEXEM Commission-Free ETPs/ETFs Promotion**, pursuant to which **MEXEM** reimburses the execution **Commission** charged to **Eligible Clients** on up to two (2) **Eligible ETPs/ETFs** buy transactions per calendar month, in accordance with the terms of this **Agreement**.

“**Promotion Period**” shall mean the period during which the **Promotion** is made available by **MEXEM**, as published on the [Website](#), during which **Eligible Transactions** may qualify for the **Reward**. **MEXEM** reserves the right to amend, suspend, or terminate the **Promotion Period** in accordance with these **Terms**.

“**Reward**” shall mean the **Commission Reimbursement** credited to the **Eligible Client’s Client Account** in respect of an **Eligible Transaction**, representing an amount equal to the execution **Commission** charged by **MEXEM** and reimbursed by the end of the calendar month following the month in which the relevant transaction was executed, **provided that the total transaction value of the relevant buy order does not exceed €1,600** (one thousand six hundred euro).

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

1. INTRODUCTION

1.1 **MEXEM’s Commission-Free ETPs/ETFs Promotion** (hereinafter referred to as the “**Promotion**”) offers **Eligible Clients** the opportunity to receive the **Reward**, subject to full compliance with the terms and conditions set out in this **Agreement**.



1.2 Under this **Promotion**, an **Eligible Client** who satisfies the applicable **Eligibility Criteria** and executes one or more **Eligible Transactions** in **Eligible ETPs/ETFs** shall be entitled to receive the **Reward** in the form of a reimbursement of the execution **Commission** charged by **MEXEM** in respect of such **Eligible Transactions**, in accordance with Section 2 (Eligibility and Terms) of this **Agreement**.

1.3 Buy orders executed in **Eligible ETPs/ETFs** are subject to **MEXEM's** standard execution **Commission**, which is charged upfront at the time of execution. In respect of **Eligible Transactions**, **MEXEM** will subsequently reimburse the execution **Commission** to the **Client** as the **Reward**. Third-party fees, including but not limited to exchange, clearing, regulatory fees, taxes, or other charges may apply and are not reimbursed.

1.4 The **Promotion** is made available on an open-ended basis and shall remain in effect for the period during which it is offered by **MEXEM**, as published on the [Website](#), unless and until amended, suspended, or terminated in accordance with these **Terms**.

1.5 These **Terms and Conditions** (the "**Terms**") set forth the basis for participation in the **Promotion**.

1.6 By participating in the **Promotion**, you acknowledge that you have read, understood, and agreed to be bound by these **Terms**.

1.7 **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.

1.8 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.

1.9 For any questions regarding this **Promotion**, including inquiries about your eligibility, please contact us through the communication channels available on our [Website](#), including the WhatsApp function accessible via the WhatsApp icon.

2. ELIGIBILITY AND TERMS

2.1 Eligibility for Participation

2.1.1 Participation in the **Promotion** is open to all **Clients** of **MEXEM** who:

- a) Maintain an approved and **Active Client Account** with **MEXEM**;



- b) Are resident in, and trade through a **Client Account** registered in, a member state of the European Union; and
- c) Execute one or more **Eligible Transactions** in **Eligible ETPs/ETFs** during the **Promotion Period**.

2.1.2 Each **Eligible Client** may receive the **Reward** in respect of up to two (2) **Eligible ETPs/ETFs** buy transactions per calendar month, determined on a chronological basis as the first two (2) **Eligible ETPs/ETFs** buy transactions executed in that month. To qualify as an **Eligible Transaction**, the total transaction value of the relevant buy order **must not exceed €1,600** (one thousand six hundred euro). **Any buy transaction that exceeds this amount shall not be eligible for Commission Reimbursement under this Promotion.**

2.2 Commission Charges and Reimbursement

2.2.1 All buy orders executed in **Eligible ETPs/ETFs** are subject to **MEXEM's** standard execution **Commission**, which is charged upfront at the time the transaction is executed.

2.2.2 In respect of each **Eligible Transaction**, the execution **Commission** charged by **MEXEM** shall be reimbursed to the **Eligible Client** as the **Reward**, subject to the terms of this **Agreement**.

2.2.3 The **Commission Reimbursement** shall be credited to the **Eligible Client's Client Account** by the end of the calendar month following the month in which the relevant **Eligible Transaction** was executed, provided that all applicable conditions under this **Agreement** are satisfied.

2.2.4 **Commission Reimbursement** will be granted only in respect of **Eligible Transactions** that satisfy the transaction value condition set out in Clause 2.1.2. Where the total transaction value of a buy order exceeds **€1,600** (one thousand six hundred euro), the transaction **shall not** constitute an **Eligible Transaction**, and the execution **Commission** charged in respect of that transaction shall remain fully payable by the **Client**.

2.2.5 Third-party fees and charges, including but not limited to exchange fees, clearing fees, regulatory fees, taxes, or other costs imposed by third parties, are not part of the **Reward** and shall not be reimbursed under the **Promotion**.

2.2.6 Notwithstanding Clause 2.2.4, and subject to market conditions and internal review, **MEXEM** may, at its sole discretion, reimburse certain third-party fees on a case-by-case basis. Any such reimbursement **shall not** constitute a precedent or create any expectation of future reimbursement.



2.2.7 **MEXEM** shall bear the full cost of the **Commission Reimbursements** granted under this **Promotion**. **MEXEM** does not receive any compensation, payment, rebate, commission, or other monetary or non-monetary benefit from any third party, issuer, or execution venue in connection with this **Promotion** or the execution of **Eligible Transactions**.

2.3 General Conditions and Limitations

2.3.1 There is no minimum holding period for **Eligible ETPs/ETFs** purchased under this **Promotion**. **Clients** remain free to close or reduce positions at any time.

2.3.2 The **Promotion** applies solely to buy transactions. All other transaction types are excluded.

2.3.3 The **Promotion** may not be combined with other promotional offers, fee discounts, or incentives offered by **MEXEM**, unless expressly permitted in writing by **MEXEM**.

2.3.4 **MEXEM** reserves the right to verify all transactions, accounts, and eligibility conditions prior to crediting any **Commission Reimbursement**.

2.3.5 The **Reward** is provided strictly for promotional purposes in connection with this **Promotion** and **does not** constitute investment advice, a recommendation, or an inducement to trade in any financial instrument.

2.3.6 The **Reward** is personal to the **Eligible Client**, is non-transferable, and may not be assigned, exchanged, or substituted for any other benefit.

2.3.7 If an **Eligible Client** closes the **Client Account**, or ceases to meet the eligibility requirements under **Applicable Laws** or these **Terms**, before the applicable **Commission Reimbursement** has been credited, the **Promotion** shall be deemed terminated in respect of that **Client** and the right to receive such **Commission Reimbursement** shall be forfeited.

2.3.8 Any tax obligations or reporting requirements arising from the receipt of a **Commission Reimbursement** under this **Promotion** shall be the sole responsibility of the **Client**.

2.4 Modification, Suspension, and Termination

2.4.1 **MEXEM** reserves the right, at its sole discretion and at any time, to modify, suspend, or terminate the **Promotion**, including but not limited to changes to the scope, duration, eligibility conditions, or mechanics of the **Promotion**, or termination of the **Promotion** in whole or in part.



2.4.2 No modification, suspension, or termination of the **Promotion** shall affect an **Eligible Client's** right to receive a **Commission Reimbursement** in respect of **Eligible Transactions** executed prior to the effective date of such change, unless otherwise required by **Applicable Laws**.

2.5 The **Reward** offered under this **Promotion** is subject at all times to the general terms, limitations, disclaimers, and enforcement provisions set out 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**, including any **Commission Reimbursement**, 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**, regulation, licensing requirement, 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 1.6 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, without prejudice to the **Client's** statutory or regulatory rights. All such decisions shall be final and binding on all **Parties** for the purposes of the administration of the **Promotion**.

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, the granting or timing of the **Commission Reimbursement**, 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, including any **Eligible ETPs/ETFs**, 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 or future benefits beyond those expressly provided in this **Agreement**. The availability of the **Promotion** and any similar offers is at the discretion of **MEXEM**, and **MEXEM** makes no representation or commitment regarding the future availability of any comparable promotions or benefits.

4.4 All personal and financial **Information** provided by the **Client** in connection with this **Promotion** shall be collected, processed, stored, used, and disclosed 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 crediting the **Reward** in the form of a **Commission Reimbursement**; 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 [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**, including any **Commission Reimbursement**, 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 provided strictly in the form specified in these **Terms**, namely, a **Commission Reimbursement**, and may **not** be exchanged, converted, or substituted for any alternative benefit, product, or cash equivalent, unless otherwise stated in these **Terms**.

6.6 **Clients** may not combine, stack, or apply multiple promotional offers concurrently, whether in relation to the same **Client Account** or across different **Client Accounts**, unless expressly permitted under the specific terms of the applicable promotion or explicitly approved in writing by **MEXEM**.

6.6.1 **MEXEM** reserves the right, at its sole discretion, to grant exceptions on a case-by-case basis. Any such exception must be expressly approved in writing by **MEXEM** and shall apply only to the individual instance for which it is granted. Such exceptions 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 interpreted as granting any additional rights, benefits, or entitlements on the **Client** beyond those explicitly set out 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 or as required or permitted by **Applicable Laws**. 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**, including the verification of eligibility and the crediting of any **Commission Reimbursement**, and will only be used for the purposes stated in these **Terms** or for other purposes directly related to the **Promotion**, and always in accordance with **MEXEM's Privacy Policy**.

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.