



Client Agreement

Version: 1.1 | Last update: 12.08.2025

Part A: Your relationship with us

A1 About this Agreement

A1.1 General Information

A1.1.1 This document is a legal agreement between an individual or legal entity ("you") and Mexem Financial Services UK Limited ("Mexem UK"). This agreement, together with your Account Application Materials (together, the "Agreement") sets out the terms and conditions that apply to the products and services you receive from Mexem UK ("Services"). Please read it carefully.

A1.1.2 Mexem UK agree to provide the Services to you under the terms of this Agreement and by using the Services, you agree to accept the terms of this Agreement on an ongoing basis.

A1.1.3 To the extent this Agreement conflicts with any other materials provided or made available to you (including those reflected on the Mexem UK Website), this Agreement shall prevail.

A1.1.4 This Agreement contains the entire agreement between the parties, who have made no representations or warranties other than as expressly provided therein.

A1.1.5 If any provision of this Agreement is unenforceable, it shall not invalidate other provisions. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then you and Mexem UK will be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable or void, and you and Mexem UK agree that this Agreement will be deemed amended by modifying such provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by replacing it with another provision that is legal and enforceable and achieves the same objectives.

A1.1.6 If you apply for, or convert an existing account into, an Investment ISA or a Junior Investment ISA, the relevant addendum (the "ISA Addendum") will form part of, and supplement, this Agreement. The ISA Addendum contains the additional terms that Mexem UK / IBUK is required to provide pursuant to applicable law. In the event of any conflict between these terms and an ISA Addendum, the ISA Addendum will prevail to the extent of that conflict.

A1.2 Cancelling this Agreement



A1.2.1 You can cancel this entire Agreement within 14 days of it coming into effect. If you wish to cancel, you must send us Written Notice expressly stating that you wish to cancel, using any of the methods listed at Section A1.7.

A1.2.2 If you cancel, you will have no further obligations in relation to this Agreement and you will not be charged any fee for cancelling.

A1.2.3 You agree that we may start providing the Services to you before the end of the 14-day cancellation period.

A1.2.4 If you cancel, we will return the amount that we have received from you in relation to the Services that you are cancelling, minus a proportionate charge for what we have provided to you up until cancellation including costs we have incurred on your behalf such as dealing charges and stamp duty.

A1.2.5 You also have the right to close your Mexem UK Account and terminate this Agreement at any time, in accordance with Section A11.1.

A1.3 Definitions and Interpretation

A1.3.1 In this Agreement:

- “you” or “your” means any person entering into the Agreement with **Mexem UK** and, where applicable, their duly authorised representatives, legal personal representatives, and successors; and
- “we”, “us” and “our” means **Mexem UK**, as set out in the relevant Section of the Agreement.

A1.3.2 The headings in this Agreement are included for ease of reference only and do not form part of this Agreement.

A1.4 Information about Mexem UK and its Services

A1.4.1 Mexem UK is a member of the **Integol Group**. Each company within the **Integol Group** is an Affiliate of Mexem UK. Affiliates of Mexem UK may provide intragroup services to Mexem UK in connection with the Services.

A1.4.2 Regulation of Mexem UK: Mexem UK is authorised and regulated in the United Kingdom by the **Financial Conduct Authority (FCA)**. Mexem UK’s principal place of business in the United Kingdom is located at: **LABS Hawley Lock, 1 Water Lane, London, NW1 8NZ**.

A1.4.3 Mexem UK acts as an **Introducing Broker** of **Interactive Brokers UK Limited ("IBUK")**, which is authorised and regulated by the FCA. Mexem UK introduces its clients to



IBUK, which provides trade execution, clearing, and custody services. Mexem UK's services include:

- Receiving and processing your trading instructions via the IBUK System, including any modifications or cancellations, and transmitting these instructions to IBLLC, an executing broker, or to another Affiliate of IBUK or third-party broker for execution; and
- Handling your instructions related to voluntary corporate actions—such as tender offers or exchange offers—and forwarding those instructions to IBLLC for execution.

Mexem UK does not hold your money or assets. IBLLC provides custody and client money services related to your Mexem UK account as separately contracted. Mexem UK only directs you to the services of IBLLC and IBUK and it is your responsibility to assess their features and their suitability to your needs.

Mexem UK makes no warranties or representations regarding the services of IBLLC and IBUK and bears no responsibility for their failure in delivering their service to you.

In order to access IBUK's service, IBUK will require you to enter into a separate contractual agreement that governs your relationship with them. It is important that you read and understand this agreement.

For the avoidance of any doubt Mexem UK is not acting as an agent for IBUK, rather Mexem UK is acting on your behalf. Mexem UK will not hold your money or your assets. These are held by IBUK in accordance with the separate customer agreement you enter into with them. Nor will Mexem UK be responsible for executing your orders; these responsibilities lie with IBUK.

A1.4.4 Notice of Execution and Clearing Agreement: You acknowledge that you have read and understand the **Notice of Execution and Clearing Agreement** and that you consent to the relationship between **Mexem UK** and **IBUK** as described in the Notice.

A1.4.5 Affiliates' rights and liabilities: Affiliates of **Mexem UK** are not liable for the acts and omissions of **Mexem UK**. All **Mexem UK's** rights, remedies, and limitations on liability under this Agreement shall inure to the benefit of their respective Affiliates.

A1.5 Your client category

A1.5.1 Unless you have been specifically notified in writing to the contrary, **Mexem UK** shall treat you as a retail client for the purposes of the **FCA Rules**. This means you get the highest level of protection available under those rules.

A1.5.2 You may request a different client categorisation. If **Mexem UK** agrees to do this, you will be afforded a lower level of client protection – for example, you may hear from us less frequently and the way in which we provide information to you about our Services may differ. In addition, we would no longer be required to check whether you understand the risks associated with any transactions you may enter into. More information about the differences



between the regulatory protections available for different client categories is available on our website.

A1.6 What are the risks?

A1.6.1 There are risks involved in any investment although the level of risk will depend on the level of complexity and the type of investment. There are general risks which can apply to all investments and there are also risks that will be related to specific types of financial instruments that you invest in. We have included more information about risks to consider when investing **on our website**.

A1.6.2 Risks regarding political and governmental actions: Governments of countries in which you reside, or countries in which you invest, may take economic and/or political actions that are adverse to investors and such actions may negatively affect your Mexem UK Account. You agree that Mexem UK, IBUK, IBLLC and their Affiliates are not liable for such actions. For example, if you invest in securities, futures, foreign currency or other investment products in a foreign jurisdiction, such assets, or cash to secure such assets, typically will be held at a bank, clearinghouse or other facility in such foreign jurisdiction. Assets and cash held in foreign jurisdictions are inherently vulnerable to the risk that the government in such jurisdiction could freeze or confiscate or take some other action against such assets for some purpose, temporarily or permanently. Likewise, even with respect to investments within your own country, governments may freeze or take other action against such assets on the basis of political, economic, or military conflict. You acknowledge and agree that Mexem UK, IBUK, IBLLC and their Affiliates cannot and will not protect you from actions by any governmental, political, military, or economic actor that may adversely impact your assets held by the IBKR Group, its agents or sub-custodians. You agree that that Mexem UK, IBUK, IBLLC and their Affiliates are not liable for any losses or damages you may incur as a result of any such action.

A1.7 Communicating with us

A1.7.1 You can contact us (including where required by this Agreement to provide a notice to Mexem UK in writing ("Written Notice"): by sending us a secure message via our website at www.uk.mexem.com/support (iii) in writing at **LABS Hawley Lock, 1 Water Lane, London, NW1 8NZ**.

A1.7.2 You can provide us with Written Notice using any of the methods of communication described in this Section A1.7.

A1.8 Communicating with you

All our documents and communications with you will be in English. You agree to the provision of this Agreement in the English language and confirm that you understand all the terms and conditions contained in this Agreement.

A1.9 Use of electronic services

A1.9.1 Consent to receive electronic records and communications



A1.9.1.1 In the interests of timeliness, efficiency and lower costs for its clients, Mexem UK and its Affiliates; and IBUK, IBLLC and their Affiliates (the "**IB Entities**") provide electronic notices, messages, trade confirmations, account statements, proxy materials, KIDs under the Packaged Retail and Insurance-based Investment Products Regulation ("PRIIPs") records and other client records and communications (collectively, "Records and Communications") in electronic form to the maximum extent permitted by Applicable Law. Electronic Records and Communications may be sent to you via Mexem's trading platforms or to your e-mail address or for security purposes may be posted on the IBUK, Mexem UK Websites or on the secure website of one of IBUK's service providers and you will need to login and retrieve the Records and Communications.

A1.9.1.2 By entering into this Agreement, you consent to the receipt of electronic Records and Communications regarding this Agreement, any other agreement between you Mexem, IBUK, IBLLC or their Affiliates, all transactions under such agreements, all your Mexem UK, IBUK Accounts and all your dealings with Mexem UK, IBUK, IBLLC and/or their Affiliates. You also agree to receive information via email, PDF document or any other durable medium that is not paper and to receiving information not personally addressed to you, including by means of a website. To receive e-mails from Mexem UK, you agree to maintain and update Mexem UK with a valid e-mail address.

A1.9.1.3 You may withdraw your consent at any time by contacting us using the details provided at A1.7. If you do withdraw your consent, however, Mexem UK reserves the right to require you to close your Account.

A1.9.2 Electronic Services requirements

A1.9.3.1 To communicate with the Mexem UK System (and to utilise the services contemplated herein), Mexem UK and/or its Affiliate may allow you to use certain of Mexem UK and/or its Affiliate's electronic services (including connectivity services) and any other electronic and information systems or networks ("Mexem UK Electronic Services") subject to the terms of this Agreement.

A1.9.3.2 To trade using Mexem's trading platforms, and to receive Records and Communications through Mexem's trading platforms, there are certain system hardware and software requirements, which are described on the Mexem Website. Since these requirements may change, you must periodically refer to the Mexem website for current system requirements.

A1.9.3 Alternative trading arrangements

Electronic Services such as those we use and provide to you are inherently vulnerable to disruption, delay or failure. You must maintain alternative trading arrangements, in addition to your Mexem UK Account for the execution of your orders if the Mexem UK System and/or any Electronic Services are unavailable. By signing this Agreement, you represent that you maintain such alternative trading arrangements.



A1.9.4 Suspension or Withdrawal of Mexem UK Electronic Services

Without limiting any of our other rights under this Agreement, we retain the right to temporarily or permanently suspend or withdraw all or part of our Mexem UK Electronic Services at any time and with immediate effect if: (a) we suspect or become aware of any unauthorized use or misuse of Credentials; (b) you violate any provision of this Agreement or applicable law; (c) in our judgment, your or any authorized user's connection to the Mexem UK Electronic Services poses a risk to its operation; or (d) access to the Mexem UK Electronic Services becomes unavailable due to a malfunction or failure of network, communication, or computer systems owned or managed by us, you, or any third party.

A2 Costs and charges information

A2.1 Costs and charges

A2.1.1 You agree to pay the commissions, fees, and interest at the rates and terms specified on the Mexem UK website or as otherwise communicated to you in writing by Mexem UK. Additionally, you may be required to cover any commissions, fees, or interest charged by third parties (e.g., financial advisor in relation to your Mexem UK account), which we would then distribute to the relevant third party. Our Costs and Charges Guide, which outlines the applicable costs and charges, is available on the Mexem UK website.

A2.1.2 Mexem UK deducts commissions and fees (including, but not limited to, market data fees) from your Mexem UK account, which will reduce your account equity. Commissions are typically deducted on the same day they are incurred, generally on the trade date. If the deduction of commissions or other charges results in an insufficient balance to meet Margin Requirements, positions may be liquidated.

A2.1.3 For certain products, Mexem UK may offer "tiered" or "unbundled" or "component" commissions where the total commission is based on various component factors (e.g., exchange fees, IBUK or IBLLC fees, etc.). These commission models are not intended to be a direct pass-through of exchange and third-party fees and rebates. Costs passed on to clients in these commission schedules may be greater than the costs paid by Mexem UK, IBUK, IBLLC, or their Affiliates to the relevant exchange, regulator, clearinghouse or third party.

A2.1.4 Mexem UK is not obligated to compensate you for any differences in tax treatment. If you receive a substitute payment in lieu of interest, dividends, or any other payment, you acknowledge that such payments may not receive the same tax treatment as the original. Mexem UK may allocate substitute payments using any mechanism permitted under Applicable Law.

A2.1.5 Notwithstanding any language to the contrary in this Agreement or on the Mexem UK Website regarding credit and debit interest, interest rates for a particular currency may be "negative." If the interest rate on funds held in a particular currency is negative, you will be charged a fee at the negative interest rate for positive balances in such currency. You should refer to the rates specified on the Mexem UK Website.

A2.1.6 Mexem UK may share commissions, fees or minor non-monetary benefits with associates, introducing agents or other third parties. Mexem UK is entitled, under Applicable



Law, to pay or be paid commissions, fees or minor non-monetary benefits where the relevant commission, fee or minor non-monetary benefit: (a) is designed to enhance the quality of the service that Mexem UK provides to its clients; and (b) does not impair Mexem UK's duty to act honestly, fairly and professionally in accordance with the best interests of its clients and its obligations under Applicable Law. Mexem UK shall disclose the existence, nature and amount of any relevant commission, fee or minor non-monetary benefit. Where the amount cannot be ascertained, Mexem UK shall disclose the method of calculation of the commission, fee or minor non-monetary benefit. If Mexem UK receives an inducement which is not permitted under Applicable Law, Mexem UK will inform the relevant client(s) of the mechanism(s) for transferring the commission(s), fee(s) or minor non-monetary benefit(s) to the client(s).

A2.2 Cash accounts deficits

A2.2.1 If your Mexem account incurs an equity deficit (regardless of account type), margin interest will be charged on the outstanding debit balance at the rates specified on the Mexem website until the deficit is repaid. Mexem and its Affiliates, at their discretion, have the right—but not the obligation—to treat a cash (non-margin) account with an equity deficit as a margin account, in which case the applicable margin terms and conditions outlined in this Agreement will apply.

A2.2.2 If your Mexem account incurs a deficit that remains unpaid, you agree to be liable for all reasonable costs and expenses associated with its collection, including, but not limited to, attorneys' fees and collection agent fees.

A2.2.3 If Mexem UK, IBUK or their Affiliates seek to recover any unpaid deficit through a court or arbitration proceeding, IBUK and their Affiliates reserve the right to recover interest at statutory interest rates, rather than margin interest rates.

A2.2.4 Mexem UK, IBUK and their Affiliates may take all steps permissible under Applicable Law to recover an unpaid deficit, including but not limited to transferring or assigning the debt to an Affiliate or other third-party entity for collection.

A2.2.5 Mexem UK, IBUK and their Affiliates may take all actions permitted under Applicable Law to recover an unpaid deficit, including, but not limited to, transferring or assigning the debt to an Affiliate or a third-party collection agency.

A2.3 Currency Balances and Conversion

A2.3.1 Overview

Rates for all FX conversions are derived from prevailing inter-bank spot prices and are subject to the commissions shown in the Pricing section of the Mexem website.

When you open a Pro account, you can choose between Pro Cash or Pro Margin:

A2.3.2 Pro Cash Accounts (no margin; no automatic FX)

Manual only. You must manually convert the required amount into the purchase-currency before placing an order.



Settlement wait: Converted funds are available for use once they settle (usually T+2).

If, at order-entry, settled funds in that currency are insufficient, the order will be rejected. The account will never go into deficit.

A2.3.3 Pro Margin Accounts (multi-currency with margin loans)

Immediate trading in any supported currency. If you do not hold a positive balance in the settlement currency, IB LLC will extend a same-currency margin loan to complete the trade. Debit balances accrue interest at the tiered margin-debit rates published on the Pricing page.

You may at any time (a) leave the loan outstanding, or (b) manually convert funds to repay it. There is no automatic conversion.

If a margin deficit arises, IB LLC may liquidate positions or convert cash without notice (see Margin section of the IBUK Terms).

A2.3.4 ISA / JISA Accounts (AutoFX always on; GBP-only cash)

Automatic currency conversion ("AUTOFX") is permanently enabled for ISA / JISA account types. It cannot be disabled.

The only positive cash balance permitted is GBP. Deposits in any other currency will be auto-converted to GBP on receipt. GBP is auto-converted into the trade currency at execution; when the position is closed all realised proceeds are auto-converted back to GBP.

ISA / JISA accounts are cash-only; margin loans are not available.

Auto-conversions are executed by IBUK at spot market rates; a conversion commission (see Pricing section of the Mexem website) applies.

A2.3.5 Unsupported Currencies – All Account Types

If IBUK or IBLLC cannot source a client-money bank for a particular currency, it may (a) convert the balance into GBP, EUR or USD, or (b) return the funds to you. Notice will be given where practicable.

A2.4 Exposure fee for high-risk accounts

Mexem UK (through the IB Entities) calculates and charges a daily "exposure fee" to accounts that, at Mexem UK's discretion, are deemed to have significant risk exposure (i.e., potential exposure that exceeds the account's equity under certain scenarios). The exposure fee is not a form of insurance for your Mexem UK account. If your account incurs a debt or deficit to Mexem UK or its Affiliates, you remain fully liable for satisfying that debt or deficit. Payment of exposure fees does not reduce, offset, or relieve you of this liability. The deduction of exposure fees will reduce account equity, and positions may be liquidated if the fees result in a margin deficiency.

A2.5 Interest

Mexem UK (through the IB Entities) shall charge debit interest on outstanding balances at the rates specified on the Mexem UK website. Mexem UK reserves the right, at its sole discretion, to amend its debit interest policies, interest rates, and the frequency with which interest is charged at any time, with notice provided by posting the updated policies or rates on the Mexem UK website.



A2.6 Taxes

Mexem UK (through the IB Entities) may, at its discretion, deduct or withhold from your Mexem UK account or from any amount due to you, all forms of tax (whether imposed in the United Kingdom or elsewhere) in accordance with Applicable Law. In accounting for taxes or making deductions or withholdings, Mexem UK may estimate the amounts involved. Any excess of such estimated amounts over the final confirmed liability will be credited to your Mexem UK account. Any deficiency in the estimated amounts compared to the final confirmed liability may be deducted or retained from any amounts that Mexem UK or its affiliates owe to you or are holding on your behalf.

A3 Your personal information

A3.1 Data protection

A3.1.1 The following definitions apply in this Section A3.1:

- 1 **Agreed Purposes:** has the meaning given to it in Section A3.1.5.
- 2 **Appropriate Technical and Organisational Measures:** has the meaning given to it in the Data Protection Legislation.
- 3 **Controller:** has the meaning given to it in the Data Protection Legislation.
- 4 **Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended.
- 5 **Data Discloser:** has the meaning given to it in Section A3.1.4.
- 6 **Data Receiver:** has the meaning given to it in Section A3.1.4.
- 7 **Data Subject:** has the meaning given to it in the Data Protection Legislation.
- 8 **ICO:** means the UK Information Commissioner's Office (or any successor body which replaces it).
- 9 **UK GDPR:** has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 10 **Personal Data:** has the meaning given to it in the Data Protection Legislation.
- 11 **Personal Data Breach:** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.
- 12 **process:** shall have the meaning given to it in the Data Protection Legislation (and **processes** and **processing** shall be construed accordingly).
- 13 **Processor:** has the meaning given to it in the Data Protection Legislation.
- 14 **Shared Personal Data:** means the Personal Data to be shared between the parties.
- 15 **Subject Rights Request:** means the exercise by a data subject of their rights under the Data Protection Legislation.



A3.1.2 Mexem UK needs to use information about you for different reasons. Our privacy notice contains information about how we use and share your Personal Data. You can find our privacy notice on Mexem's website or request a copy by contacting us using the contact details in Section A1.7.

A3.1.3 Sections A3.1.4 to A3.1.16 (inclusive) shall apply if Personal Data is shared between the parties and the parties are acting as independent controllers in relation to such Personal Data.

A3.1.4 Each party acknowledges that one party (the "Data Discloser") may disclose to the other party (the "Data Recipient") Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

A3.1.5 The parties agree to only process Shared Personal Data for the following purposes:

- (i) the provision and receipt of services (including the Services);
- (ii) the exercise of rights and the performance of obligations under this Agreement;
- (iii) the management of this Agreement and the resolution of disputes;
- (iv) compliance with the parties' respective legal and regulatory obligations; and
- (v) any other purpose agreed between the parties from time to time.

The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this Section A3.1.5 (**Agreed Purposes**).

A3.1.6 Each party shall:

- (i) comply with the Data Protection Legislation at all times;
- (vi) ensure that the Shared Personal Data is not irrelevant or excessive with regard to the Agreed Purposes;
- (vii) ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data;
- (viii) provide such assistance as is reasonably required to enable the other party to comply with Subject Rights Requests within the time limits imposed by the Data Protection Legislation; and
- (ix) ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process the Shared Personal Data, the legal basis for such purposes and such other information as is required by the Data Protection Legislation.

A3.1.7 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.

A3.1.8 Notwithstanding Section A3.1.7, the parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective industries.



A3.1.9 The Data Receiver shall ensure that any Shared Personal Data is returned to the Data Discloser or deleted or destroyed in the following circumstances:

- (i) on termination of this Agreement; or
- (x) once processing of the Shared Personal Data is no longer necessary for Agreed Purposes.

A3.1.10 The Data Receiver may not transfer Shared Personal Data to a third party located outside the UK unless it complies with the Data Protection Legislation.

A3.1.11 The parties undertake to have in place throughout the Term of this Agreement appropriate technical and organisational security measures to:

- (i) prevent:
 - (i) unauthorised or unlawful processing of the Shared Personal Data; and
 - (ii) the accidental loss or destruction of, or damage to, the Shared Personal Data
- (xi) ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the Shared Personal Data to be protected.

A3.1.12 Each party shall comply with its obligation to report a Personal Data Breach to the ICO and (where applicable) Data Subjects under the Data Protection Legislation and shall each inform the other party of any Personal Data Breach irrespective of whether there is a requirement to notify the ICO or Data Subject(s).

A3.1.13 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

A3.1.14 In the event of a dispute, complaint or claim brought by a Data Subject or the ICO concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other in writing about any such disputes, complaints or claims, and will cooperate with a view to settling them amicably in a timely fashion.

A3.1.15 If consent is required under the Data Protection Legislation for any processing of the Shared Personal Data by Mexem UK, you shall obtain consent for such processing from the relevant Data Subjects which complies with the Data Protection Legislation.

A3.1.16 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with any breach of Section A3.1.16.

[To the extent required by law, you hereby authorize Mexem UK, directly or through third parties, to conduct any inquiries it deems necessary to engage in business with you. This may



include obtaining a credit report, performing other credit checks, or verifying the information you provide against third-party databases].

A4 Confidential information

A4.1.1 Subject to Section A3, both you and Mexem UK agree to treat as confidential any information learned about the other during the course of the relationship under this Agreement, both during and after its termination. Except as otherwise agreed, neither party shall disclose such information to any third party except as outlined below.

A4.1.2 The obligations of confidentiality shall not apply, or shall cease to apply, to any part of the information (excluding personal data) where the receiving party can reasonably demonstrate that:

(i) the information has entered the public domain other than through the fault of the receiving party or any of its employees or directors to whom it was disclosed under this Agreement; or

(ii) the information was already known to the receiving party prior to its disclosure by the disclosing party; or

(iii) the information was received from a third party who did not acquire it in confidence from the disclosing party and did not owe a duty of confidence to the disclosing party in respect of it; or

(iv) disclosure is required by law, a regulatory authority, or pursuant to a court order, provided that, where legally permitted, the receiving party gives prior written notice to the disclosing party.

A5 Recording

A5.1.1 Mexem UK and its Affiliates may record telephone conversations and electronic communications. Mexem UK and/or its Affiliates or representatives may contact you by telephone as required and appropriate under this Agreement.

A5.1.2 To the extent permitted under Applicable Law, Mexem UK, its Affiliates, or any appointed third party may access, review, disclose, monitor, and/or record verbal and electronic messaging and communications (including email, instant messaging, facsimile, telephone, and other electronic communications) with you or your agent. These recordings may be used as evidence in the event of a dispute.

A5.1.3 Where required under Applicable Law and subject to Applicable Law, copies of records relating to telephone and electronic communications will be made available to you upon



request. Mexem UK will retain such records in accordance with Applicable Law and its internal procedures. You should not rely on Mexem UK to fulfill any of your record-keeping obligations.

A6 Conflicts of interest

A6.1.1 The Mexem UK Conflicts of Interest Policy establishes the overall framework for identifying conflicts of interest and outlines business conduct and practices that may give rise to actual or potential conflicts. In addition to this policy, Mexem UK has various other policies and procedures addressing conflicts of interest in specific circumstances, including those related to employee trading, external interests, and gifts and entertainment.

A6.1.2 In cases where organizational or administrative measures cannot prevent an actual or potential conflict of interest from negatively impacting your interests, Mexem UK and/or its Affiliates will disclose the source and nature of the material interest as soon as reasonably possible. Additionally, Mexem UK will outline the steps taken to mitigate the associated risks before providing the relevant services to you.

A6.1.3 A summary of the Mexem UK Conflicts of Interest Policy can be found on the Mexem UK website.

A7 Responsibilities

A7.1 Our responsibilities to you

A7.1.1 Suspicious Activity: If Mexem UK, in its sole discretion, believes that your Mexem UK account has been involved in fraud, criminal activity, a violation of laws or regulations, unauthorized access, or any other suspicious activity (whether as a victim, perpetrator, or otherwise), we may suspend or freeze your account or any of its privileges, freeze or liquidate funds or assets, or apply any of the remedies outlined in this Agreement for an "Event of Default." You agree to waive any claim for loss or damages against Mexem UK, its affiliates, or any related entities arising from or related to the exercise of our rights under this section.

A7.1.2 Limitation of Liability: Mexem UK, its Affiliates, and their respective directors, officers, employees, associates, or agents shall not be liable for any direct or indirect costs, expenses, fees (including, but not limited to, attorney's fees), losses, damages, claims, or liabilities incurred or suffered by you under this Agreement, except where such liability arises directly from their gross negligence, willful default, or fraud, or results in personal injury or death. Under no circumstances shall Mexem UK, its Affiliates, or any of their respective directors, officers, employees, associates, or agents be liable for any punitive, indirect, incidental, special, or consequential losses or damages, including but not limited to loss of business, profits, or goodwill.

A7.1.3 You accept the Mexem UK system "as is" and without warranties, express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular use, purpose, or application; timeliness; freedom from interruption; or any implied warranties arising from trade usage, course of dealing, or course of performance.



Under no circumstances shall Mexem UK, its Affiliates, or any of their respective directors, officers, employees, associates, or agents be liable to you for any system failure, delays, interruptions of service or transmissions, or malfunctions or failures of performance of the Mexem UK system or any transmission, communication, or computer facility used in connection with the provision of services under this Agreement. This applies regardless of the cause, including but not limited to hardware or software malfunctions, human error, supranational, governmental, exchange, or other regulatory or self-regulatory rules or actions, acts of God, acts of war (declared or undeclared), acts of terrorism, public health events (including pandemics), intentional acts by Mexem UK or its Affiliates, or failure to act to prevent service disruptions or system failures.

You acknowledge that delays or interruptions in the use of the Mexem UK system may occur, including those intentionally caused by Mexem UK or its Affiliates for system maintenance or servicing.

A7.1.4 Mexem UK, its Affiliates, and their respective directors, officers, employees, associates, or agents shall not be liable to you for any partial or non-performance of their obligations under this Agreement due to circumstances beyond their reasonable control. These circumstances include, but are not limited to, labor disputes or industrial actions; rules or actions of any supranational, governmental, regulatory, or self-regulatory authority; acts of war (declared or undeclared); acts of terrorism; or failures by any intermediary broker, agent, principal of Mexem UK or its Affiliates, custodian, sub-custodian, dealer, exchange, clearing house, or any supranational, governmental, regulatory, or self-regulatory body to perform its obligations for any reason.

A7.1.5 In no event shall Mexem UK, its Affiliates, or any of their respective directors, officers, employees, associates, or agents be liable, regardless of the form of action or the nature of damages suffered by the client, for an amount exceeding the highest aggregate monthly commissions and fees paid by the client to Mexem UK.

A7.1.6 Nothing in this Agreement constitutes a contractual warranty to you regarding Mexem UK or its Affiliates' compliance with Applicable Law. Furthermore, nothing in this Agreement is intended to create a contractual or private cause of action for any non-compliance with Applicable Law.

A7.2 Your responsibilities

A7.2.1 The Information You Provide to Us: You agree that if any information provided by you in your account application materials changes, ceases to be true, or becomes materially misleading (including, but not limited to, the ownership or beneficial interest in your Mexem UK account), you shall update your account information using the procedures available on the Mexem UK website or contact us using the details provided in Section A1.7.

You authorize Mexem UK and its Affiliates to conduct any inquiries they deem appropriate at any time to verify your information. You agree to provide Mexem UK, upon request, with any additional information or documentation it considers necessary or desirable, including but not



limited to, information or documentation required to verify or re-verify your identity or that of related persons.

A7.2.2 Indemnity: You agree to indemnify, hold harmless, and defend Mexem UK, its Affiliates, and their respective officers, directors, employees, agents, and representatives from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, or expenses (collectively, "Losses") arising from or relating to:

- (i) any action taken in reliance on any representation, information, or instruction received from you;
- (ii) your breach of this Agreement;
- (iii) any action taken by Mexem UK to enforce its rights under this Agreement;
- (iv) any inquiry, information request, or other action by a third party related to your Mexem UK account, including your assets, liabilities, transactions, instructions, actions, or inactions;
- (v) any Event of Default as defined herein; or
- (vi) your violation or infringement of any intellectual property right held by Mexem UK or its Affiliates.

This indemnity does not apply to the extent that such Losses directly result from Mexem UK or its Affiliates' gross negligence, fraud, or willful misconduct.

A7.2.3 Currency Indemnification: If Mexem UK or any of its Affiliates receives or recovers any amount in relation to an obligation of yours in a currency different from the currency in which the amount was payable—whether through a court judgment or otherwise—you shall indemnify and hold Mexem UK and its Affiliates harmless against any costs (including conversion costs) and losses incurred as a result of receiving such amount in a different currency than originally due.

A7.2.4 If you are an individual: You represent and warrant that, as of the date you accept this Agreement and each time you place an order, you:

- (i) are at least eighteen (18) years of age;
- (ii) have the necessary legal capacity to enter into this Agreement and to place orders under this Agreement; and
- (iii) possess sufficient experience, knowledge, and understanding of the characteristics and risks associated with the financial instruments that you are permitted to trade in your Mexem UK account.

A7.2.5 If you are not an individual (e.g., a Corporation, Unincorporated Business, Partnership, or Trust): You (including each of your authorized representatives) represent and warrant that, as of the date you accept this Agreement and each time you place an order and/or execute a transaction:

- (i) you are duly formed and validly existing under the laws of your place of organization or formation;



(ii) you have, pursuant to your articles of incorporation, partnership agreement, charter, by-laws, operating agreement, or other governing documents ("Governing Documents") and Applicable Law, the power and authority to enter into, exercise your rights, and perform or comply with your obligations under this Agreement and each order;

(iii) you have, pursuant to your Governing Documents and the jurisdictions in which you are registered, authorized, and/or regulated, the power and authority to trade the securities, options, futures, and other investment products that you are permitted to trade in your Mexem UK account;

(iv) you have taken all necessary action to authorize the exercise, performance, and execution of this Agreement and any other document related to this Agreement to which you are a party;

(v) your authorized representatives have sufficient experience, knowledge, and understanding of the characteristics and risks associated with the financial instruments that you are permitted to trade in your Mexem UK account;

(vi) the persons you identify to Mexem UK as authorized to enter orders and trade on your behalf have full authority to do so.

A7.2.6.1 Joint Accounts: Each joint account holder agrees that every individual joint account holder shall have the authority, without notice to the other joint account holder, to:

(i) buy and sell securities, options, futures, derivatives, or other investment products on margin or otherwise, depending on the type of Mexem UK account;

(ii) receive confirmations, statements, records, and communications of every kind related to the Mexem UK account;

(iii) receive and dispose of money, securities, and/or other investments, assets, or property in the Mexem UK account;

(iv) terminate or agree to modifications of this Agreement;

(v) waive any of the provisions of this Agreement; and

(vi) generally interact with Mexem UK and its Affiliates as if each joint account holder were the sole holder of the Mexem UK account.

A7.2.6.2 Each joint account holder agrees that notice provided to any one joint account holder shall be considered notice to all joint account holders. Each joint account holder further agrees to be jointly and severally liable to Mexem UK and its Affiliates for all matters relating to the Mexem UK account. Mexem UK and its Affiliates may follow the instructions of any joint account holder regarding the account, deliver securities or other property to any joint account holder, and make payments to any joint account holder as directed, even if such actions benefit only one joint account holder personally.



A7.2.6.3 In the event of the death of a joint account holder, the surviving joint account holder shall provide Written Notice of this occurrence to Mexem UK as soon as possible. Before or after receiving such notice, Mexem UK and its Affiliates may take any actions deemed necessary at their sole discretion, including initiating proceedings, requiring documentation, retaining funds, or restricting transactions in the Mexem UK account to protect themselves against potential tax liabilities, penalties, losses, or other legal risks.

A7.2.6.4 The estate of any deceased joint account holder shall remain liable, and each surviving joint account holder shall be jointly and severally liable, for any debt or loss in the Mexem UK account, including any losses incurred from the liquidation of the account or the adjustment of joint account holder interests. Unless otherwise specified when the Mexem UK account was opened, Mexem UK and its Affiliates shall presume that the joint account is held as joint tenants with rights of survivorship. In the event of the death of a joint account holder, the entire interest in the Mexem UK account shall automatically transfer to the surviving joint account holder under the same terms and conditions, without releasing the deceased account holder's estate from liability.

A7.2.7 If You Are a Trust: The trustees hereby represent that:

(i) There are no other trustees of the trust other than those identified in the account application materials.

(ii) Mexem UK and its Affiliates have the authority to accept orders and other instructions related to this Mexem UK account from the trustees. The trustees certify that Mexem UK and its Affiliates are authorized to follow the instructions of any trustee and to deliver funds, securities, or any other assets in the Mexem UK account to any trustee or on any trustee's instructions, including delivering assets to a trustee personally. Mexem UK and its Affiliates, at their sole discretion and for their protection, may require the written consent of any or all trustees before acting on the instructions of any trustee.

(iii) The trustees have the authority under the trust, the governing documents of the trust ("Trust Agreement"), and Applicable Law to enter into this Agreement, open the type of Mexem UK account applied for, and engage in transactions and issue instructions for the account. If permitted for the type of account being opened, such powers may include, without limitation, the authority to buy, sell (including short sales), exchange, convert, tender, redeem, and withdraw assets (including the delivery of securities to and from the Mexem UK account), to trade securities on margin or otherwise (including the purchase and/or sale of option contracts), and to trade futures and/or options on futures for and at the risk of the trust.

(iv) If only one trustee executes this Agreement, that trustee represents that they have the authority, pursuant to the Trust Agreement, to execute this Agreement, enter into transactions, and issue instructions for the Mexem UK account as described above, without requiring acknowledgment or consent from the other trustees.

(v) The trustees certify that any and all transactions executed and instructions given regarding this Mexem UK account will be in full compliance with the trust, the Trust Agreement, and Applicable Law.



(vi) The trustees, jointly and severally, shall indemnify Mexem UK and its Affiliates and hold them harmless from any claim, loss, expense, or other liability arising from effecting any transactions and acting on instructions given by the trustees.

(vii) The statements and certifications made herein, as well as the information provided in the Mexem UK account application process, are true and correct, and the trustees authorize Mexem UK and its Affiliates to verify their accuracy as deemed necessary.

A7.2.8 If You Are a Regulated Entity or Affiliated with a Regulated Entity:

(i) You represent and warrant to Mexem UK that, as of the date you accept this Agreement and each time you place an order and/or execute a transaction, unless you have notified Mexem UK otherwise in your account application materials, you are not:

- (1) a broker-dealer, futures commission merchant, or comparable securities, futures, or investment professional;
- (2) an affiliate, associated person, or employee of a broker-dealer, futures commission merchant, or comparable securities, futures, or investment professional; or
- (3) an affiliate, associated person, or employee of any exchange, clearing house, regulatory agency, or self-regulatory organization.

(ii) You agree to promptly provide Mexem UK with Written Notice if you become employed by, affiliated with, or associated with a broker-dealer, futures commission merchant, or comparable securities, futures, or investment professional, or if you become registered with or authorized by the Financial Industry Regulatory Authority ("FINRA"), the National Futures Association, the SEC, the CFTC, the FCA, or any other financial regulatory agency or self-regulatory organization.

7.2.9 You shall promptly provide Written Notice if any of the representations or warranties in this Section A7.2 (as applicable to you) materially changes or ceases to be true and correct.

Without limiting the generality of the foregoing, you specifically agree to notify Mexem UK immediately in the event that:

- (1) if you are a corporation, unincorporated business, partnership, or trust, there is a significant change in the nature of your business or ownership;
- (2) if you are an unincorporated business or partnership, the authorized signatories of the business or partnership change; and
- (3) if you are a trust, any trustee is replaced.

In all the foregoing events, you agree to provide Mexem UK with any additional information or documentation it deems necessary or desirable, upon request.

A8 Complaints

A8.1.1 A summary of Mexem UK's and IB UK's Internal Complaint Handling Policies and Procedures is available on their respective websites. You have the right to request further information regarding these procedures from either Mexem UK or IB UK as applicable.



A8.1.2 If you would like to make a formal complaint, the best way to contact us is by submitting a WebTicket in the Client Portal. You can also send an email, as appropriate, to either: Complaints.uk@mexem.com, ibukcomplaints@interactivebrokers.co.uk.

A8.1.3 You may be eligible to escalate your complaint to the UK Financial Ombudsman Service. Details on who qualifies as an eligible complainant and the procedures for filing a complaint can be found at: <https://www.financial-ombudsman.org.uk>.

A9 Compensation

You may be eligible for protection under the UK Financial Services Compensation Scheme (FSCS), which provides compensation to private clients if a UK firm engaged in investment business becomes insolvent. However, your ability to seek compensation from the FSCS will depend on the type of business conducted and the specific circumstances of your claim.

FSCS coverage is limited to designated investments and may not extend to certain investments or transactions, depending on how they are classified under the FSCS rules. The maximum compensation currently available under the FSCS for designated investments is 100% of a claim, up to a maximum of £85,000.

For further information about FSCS protection and eligibility, please visit the UK Financial Services Compensation Scheme website at www.fscs.org.uk.

A10 Changing this Agreement

A10.1 Variation terms applicable to all changes

A10.1.1 We may amend any provisions of this Agreement for reasons not specifically listed in this Section A10, provided that:

- (i) you have the option to terminate the Agreement without incurring any charges; or
- (ii) we agree to waive any fees that would otherwise apply.

A10.2 Assigning This Agreement

A10.2.1 You agree that we may assign all or any of our benefits and obligations under this Agreement to any appropriate Affiliate or a third party that is an appropriately regulated and authorized broker-dealer, futures commission merchant, or comparable investment professional. If we do so, we will aim to provide you with at least 30 calendar days' notice.

A10.2.2 This Agreement shall extend to and be binding upon the successors and assigns of both Mexem UK, IB UK and IBLLC, and shall also bind your successors and assigns.

A10.2.3 You may not assign or transfer any of your rights or obligations under this Agreement without the prior written consent of Mexem UK. If you assign or transfer this Agreement, or any of your rights under it, the assignee or transferee shall be liable for all your past and present debts and obligations to Mexem UK, IBUK and IBLLC, and their Affiliates.



A10.3 Changes to our charges

A10.3.1 If we introduce a new service or facility in connection with your **Mexem UK** account, we may also introduce a new charge for providing that service or facility.

A10.3.2 We may change our existing charges or introduce a new charge, even if no new service or facility is being provided, if there is a change (or we reasonably expect there will be a change) in:

- (i) the costs we incur in performing the activity for which the charge applies or will apply;
- (ii) Applicable Law.

A10.3.3 We may also change our charges for any other valid reason not specifically mentioned in this Section.

A10.4 Changes to Other Terms

A10.4.1 We may make changes to this Agreement for any of the following reasons:

- (i) where we reasonably believe the change would:
 - a. make the terms clearer or fairer to you; or
 - b. not be to your disadvantage;
- (ii) to comply with or reflect any change (or reasonably expected change) in Applicable Law;
- (iii) to correct inaccuracies, omissions, errors, or ambiguities;
- (iv) to reflect any reorganisation of Mexem UK or the IBUK Group, or a transfer of rights in accordance with Section A10.1;
- (v) to reflect changes to the services, products, or investments we offer under this Agreement, or changes to our systems, processes, procedures, market practices, or client requirements; and/or
- (vi) to make any other changes which we believe, in good faith, are reasonable.

A10.5 Notifying You of Changes

A10.5.1 If we make changes to this Agreement or your Mexem UK account that are beneficial to you, or if the changes are required to comply with Applicable Law, we may implement the changes immediately. We may also make incidental changes—such as clarifications, drafting improvements, or typographical corrections—immediately. Information about such changes will be communicated to you through the method we have agreed to use, or, where appropriate, by a general communication or public notice.



A10.5.2 For all other changes, we will aim to provide you with at least 14 calendar days' notice, where permitted by Applicable Law.

A10.5.3 If you are not satisfied with any current or upcoming changes to this Agreement, you have the right to terminate the Agreement in accordance with Section A11.

A11 Ending the Agreement

A11.1 Your Right to End This Agreement

Unless we have informed you that specific restrictions apply to a particular service or product, you may end your relationship with Mexem UK and this Agreement at any time by providing Written Notice. Before your account can be closed, you must first close all open positions in your Mexem UK account.

A11.2 Mexem UK, IB UK, or IBLLC Ending the Agreement

A11.2.1 Any of Mexem UK, IB UK, or IBLLC may terminate this Agreement and/or your access to the facilities, brokerage, or other services provided by Mexem UK, IBUK, IBLLC, and/or their Affiliates at any time, at their sole discretion. They may also terminate this Agreement upon the occurrence of an Event of Default.

A11.2.2 Upon termination, Mexem UK, IB UK, IBLLC, and their Affiliates shall have the right, but not the obligation, to take any one or more of the actions specified in Sections A12.2 to A14, at their discretion.

A12 Default Events and Consequences

A12.1 Events of Default

A12.1.1 An "Event of Default" shall occur automatically, without prior notice to you, if any of the following circumstances apply:

(i) You breach, repudiate, or fail to perform any obligation under this Agreement (including, without limitation, margin requirements), any agreement with a third party, or any transaction, or you fail to discharge any other obligation to Mexem UK, IB UK, IBLLC, or any of their Affiliates in a timely manner;

(ii) Your Mexem UK account enters into a deficit or fails to meet applicable margin requirements;

(iii) You fail to make a payment or to deliver/receive any property when due under any transaction or as required by this Agreement;

(iv) IBLLC or its Affiliates execute an order for which you did not have sufficient funds;

(v) You fail to offset a commodity options contract position at least one hour prior to the exchange's final settlement deadline;



- (vi) You fail to close out any futures contract position not settled in cash by the relevant deadline;
- (vii) Mexem UK or their Affiliates determine, at their sole discretion, that there are reasonable grounds to question your ability to meet obligations, and you fail to provide satisfactory assurance of performance upon request;
- (viii) Mexem UK or their Affiliates consider termination of this Agreement necessary or desirable for their own protection or to prevent what they determine to be a breach of Applicable Law or market conduct standards;
- (ix) You become insolvent, unable to pay debts as they fall due, or any of your debts are accelerated as a result of a default;
- (x) You commence insolvency, restructuring, or similar proceedings, or take corporate action to do so, and where applicable, such proceedings are not consented to by Mexem UK, IB UK, or their Affiliates;
- (xi) Involuntary insolvency, administration, or similar proceedings are initiated against you;
- (xii) Enforcement actions (e.g. garnishment, execution, seizure) are taken against your property or assets;
- (xiii) Your license or authorisation is suspended, or proceedings begin for its revocation by a regulator or governmental body;
- (xiv) A custodian is appointed over you or any part of your property;
- (xv) You make an assignment for the benefit of creditors;
- (xvi) You or any affiliated organisation suspends or threatens to suspend its business operations;
- (xvii) You are dissolved, or your registration/authorisation is revoked or terminated;
- (xviii) A claim is made against your assets or contract rights in matrimonial proceedings;
- (xix) Proceedings are initiated concerning your property or involving any affiliated organisation;
- (xx) Any representation or warranty you made to Mexem UK, IB UK, IBLLC, or their Affiliates is or becomes false or misleading, and you fail to correct it within three (3) business days;
- (xxi) You die, become legally incompetent, or otherwise incapable of managing your affairs;
- (xxii) You fail to provide identity or compliance-related information requested by Mexem UK for you or related persons (e.g., directors, owners, trustees);
- (xxiii) You fail to respond to communications from Mexem UK, IB UK, IBLLC, or their Affiliates regarding potentially abandoned property; or



(xxiv) Mexem UK or its Affiliates reasonably believe that any of the above is likely to occur imminently.

A12.2 Default Actions

A12.2.1 You agree that, following the occurrence of any Event of Default, Mexem UK and their Affiliates shall have the right—at their sole discretion but without obligation—to take any one or more of the following actions, either directly or through IBLLC or any other Affiliate, at any time and without prior notice or demand:

(i) Terminate:

- (A) this Agreement;
- (B) any obligations owed to you by Mexem UK; and/or
- (C) your access to any facilities or services provided by or through Mexem UK, IB UK, IBLLC, or their Affiliates;

(ii) Liquidate, sell, or close out any or all of your transactions, open positions, or any cash, securities, or other property held in your **Mexem UK** account(s), whether held individually or jointly, at any time, in any manner (including via offsetting transactions), and in any market deemed appropriate by Mexem UK, IB UK, or their Affiliates;

(iii) Hedge and/or offset such transactions, open positions, or other property in the cash or other relevant markets, including related but separate markets;

(iv) Cancel any open orders to purchase any financial instruments; or

(v) Exercise any or all option contracts in which you are a counterparty.

In the event of liquidation following an Event of Default, **Section A14** of this Agreement shall apply.

A13 Liquidation of Positions

A13.1.1 You agree that **Mexem UK, IB UK, IBLLC**, and their Affiliates have the right, at their sole discretion—but not the obligation—to liquidate all or any part of your assets or positions in any of your Mexem UK accounts, whether held individually or jointly with others. This includes liquidation by entering offsetting transactions, at any time, in any manner, in any market (including pre-market, after-market trading, or private sales), and through any market or dealer they deem appropriate.

This may be done without prior notice or margin call to you if, at any time:

- (i) your Mexem UK account is in deficit (i.e., has negative equity);
- (ii) your account has insufficient equity to meet applicable margin requirements;
- (iii) **IB UK, IBLLC**, or their Affiliates reasonably anticipate that holding an open or any other position



in your account will likely lead to a future margin violation (e.g., due to the expiration of a derivative contract);

(iv) an **Event of Default** has occurred (see Section A12.1);

(v) this Agreement has been terminated;

(vi) you submit, and **IB UK, IBLLC** or any of its Affiliates executes, an order for which you do not have sufficient funds; or

(vii) **Mexem UK, IB UK, IBLLC**, or any of their Affiliates determine, in their sole discretion, that liquidation is necessary or advisable for their protection.

A13.1.2 You acknowledge and accept that Mexem UK may proceed with the liquidation of your positions or assets without providing prior notice or making any demand. Any previous communication, notice, or warning shall not restrict or limit Mexem UK's right to act at its discretion in relation to liquidation.

You also accept that, in the event of such liquidation, you will not be entitled to select which assets are sold, the sequence in which they are sold, or the method by which the liquidation is executed.

Mexem UK may carry out such liquidation on any trading venue it considers appropriate—including exchanges, electronic communication platforms, or alternative markets—and may act as the counterparty to the transaction where permitted.

The result of the liquidation will be used to determine any realised profits or losses and any outstanding amounts owed by you to Mexem UK.

A13.1.3 You are responsible for promptly settling any shortfall that may result in your Mexem UK account following a liquidation of your assets or positions, or for any outstanding balance that remains after such action is taken.

Mexem UK bears no responsibility for any financial loss you may incur as a result of the liquidation process, including cases where there is a delay in liquidation or no liquidation occurs, even if you later re-enter the same or a similar position at a less favourable price.

You agree to fully reimburse Mexem UK for any costs, expenses (including legal fees), liabilities, or actions arising from or connected to the liquidation of your assets or positions. You also agree to indemnify Mexem UK against any consequences resulting from actions taken—or not taken—under this clause.

A13.1.4 Mexem UK shall not be held liable for any losses, costs, penalties, expenses, or claims you may incur in relation to the liquidation of your positions or assets. This includes, but is not limited to, trading losses resulting from the liquidation itself, any delay in executing the liquidation, or the failure to carry it out altogether.

Furthermore, Mexem UK is not responsible if you later choose to re-establish a position that was liquidated and do so at a less favourable price.

A13.1.5 You agree to fully indemnify and hold Mexem UK harmless for any actions, omissions, costs, losses, claims, damages, penalties, or expenses (including legal and professional fees) arising from any liquidation of your positions or transactions carried out in connection with such liquidation.



If an order is executed on your behalf when there are insufficient funds in your account and the resulting position is subsequently liquidated, you will be responsible for all associated costs and liabilities, including legal fees, and you will not be entitled to retain any profits that may result from such liquidation.

A13.1.6 If, for any reason, the IBUK System does not automatically trigger a liquidation, and Mexem UK, IB UK, or IBLLC issues a margin call—whether by email or another form of communication—you are required to meet that margin call immediately.

You agree to actively monitor your email and other relevant communication channels and to promptly deposit sufficient funds into your Mexem UK account to fully cover the margin shortfall.

Notwithstanding the issuance of a margin call, you acknowledge that Mexem UK, IB UK, or IBLLC may, at their sole discretion, proceed to liquidate your positions at any time without further notice.

A14 Closing rights positions prior to expiration

If a position held in your account—particularly in rights or other expiring instruments—poses a significant risk to Mexem UK, IB UK, IBLLC, or any of their Affiliates, including the potential impact of market movements in the underlying asset between the expiration date and the next market opening, Mexem UK, IB UK, or IBLLC reserve the right to close out that position prior to expiration.

This action may be taken at their sole discretion and without prior notice to you, where they consider it necessary to mitigate financial or operational risk to any of the involved parties.

A14.1.2 If, in the sole discretion of **Mexem UK, IB UK, or IBLLC**, it is determined that your account lacks or may lack sufficient equity to support taking delivery of the underlying asset upon the expiration of an option position, the relevant entity shall have the right—but not the obligation—to take one or more of the following actions:

- (i) sell or close out part or all of your options or rights position before expiration;
- (ii) allow certain option contracts to expire unexercised (even if they are in-the-money); and/or
- (iii) permit exercise or assignment of the options and subsequently liquidate the resulting position.

A14.1.3 You acknowledge and accept that you will not have any right to claim compensation for losses or missed profits resulting from **Mexem UK, IB UK, or IBLLC** choosing to take—or not take—any of the actions described above.

A15 Applicable Law

A15.1.1 This Agreement, along with any orders placed or transactions executed under it, shall be governed by and subject to all applicable laws (as set out in paragraph A16), regulations, and rules ("Applicable Law").



A15.1.2 Mexem UK, IB UK, IBLLC, and their Affiliates may take, or refrain from taking, any steps they reasonably consider necessary to ensure compliance with Applicable Law. You acknowledge that exchanges and trading venues may have wide-ranging authority, including the ability to:

- (i) close out transactions,
- (ii) enforce set-off rights, and/or
- (iii) implement other measures they consider appropriate under the circumstances.

These powers may be exercised during market disruptions, emergencies, or default events—even if such a default is not attributable to you, Mexem UK, or its Affiliates.

A15.1.3 If an exchange—or an intermediary acting on its instruction—takes action that affects any transaction in your account, Mexem UK, IB UK, IBLLC, or their Affiliates may take any steps they deem reasonably necessary to respond to or minimise any resulting impact. Such actions will be binding on you.

You further agree that Mexem UK, IB UK, IBLLC, and their Affiliates shall not be liable for any loss, decision, delay, or ruling made by any exchange, market, clearing house, or regulatory, self-regulatory, governmental, or supranational authority.

A16 Governing Law and Jurisdiction

A16.1.1 This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, without regard to conflict of law principles. You irrevocably agree that, unless a dispute is validly submitted to arbitration as provided for in this Agreement, the courts of England shall have exclusive jurisdiction over any dispute arising out of or in connection with the formation, execution, or performance of this Agreement, any related transactions, or the operation of your account with Mexem UK. You further agree to submit to the jurisdiction of such courts and waive any objection to the venue or forum on the grounds that it is inconvenient or lacks jurisdiction. This clause does not limit the right of Mexem UK, IB UK, or IBLLC to bring proceedings in any other jurisdiction at their discretion.

A16.1.2 In any legal, arbitral, or other dispute resolution process between the parties, both you and Mexem UK agree to waive any right to claim punitive or exemplary damages.

A16.1.3 Legal Fees Except where otherwise specified under Sections A2.2, A13, and this Section A16, if any dispute between you and Mexem UK is resolved through litigation, arbitration, mediation, regulatory inquiry, or any other forum, and the court, arbitrator, or other decision-maker finds in Mexem UK's favour or does not find in your favour, you shall be responsible for and shall pay Mexem UK's legal fees and costs. Such legal fees and costs shall include Mexem UK's actual attorney's fees, court costs, expert witness fees, and all other reasonable expenses incurred by Mexem UK in connection with the dispute. In such circumstances, you shall cover the actual legal costs incurred by Mexem UK, with no limitation based on standard or statutory fee schedules.

If the court, arbitrator, or other decision-maker finds in your favour, each party will bear its own legal costs. You and Mexem UK expressly waive the right to recover legal fees from the other party in such circumstances, to the extent allowed under Applicable Law.

If either party attempts to recover legal costs in violation of this provision, the opposing party shall be entitled to reimbursement for defending against such an attempt.



A16.1.4 No Waiver Failure by Mexem UK to enforce any provision of this Agreement at any time shall not be deemed a waiver of that provision or of any other rights, nor shall it prevent enforcement at a later date. No provision of this Agreement shall be considered waived unless such waiver is made in writing and signed by Mexem UK.

A16.1.5 Third Party Rights Except for the Affiliates of Mexem UK, no third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement. This does not affect any rights or remedies available to a third party outside the scope of that Act.

Part B – Investment Services

B1 Investment Services – Introduction

B1.1 The Services We Provide to You

B1.1.1 This section outlines how Mexem UK's services ("Services") will be delivered to you under the terms of this Agreement. It is intended to provide a general overview and is not an exhaustive list of all operational or regulatory responsibilities.

B1.1.2 Subject to the scope of our authorisation and operational arrangements, Mexem UK will generally be responsible for the following:

- (i) Collecting and verifying your identification and account-opening documentation and managing the opening and closing process for your account with IBUK.
- (ii) Receiving and processing your trading instructions via the IBUK System, including any modifications or cancellations, and transmitting these instructions to IBLLC, an executing broker, or to another Affiliate or third-party broker for execution.
- (iii) Handling your instructions related to voluntary corporate actions—such as tender offers or exchange offers—and forwarding those instructions to IBLLC for execution. Please note that neither Mexem UK, IBUK nor IBLLC undertake responsibility to notify you of such corporate actions.
- (iv) Setting and applying the commissions and fees that will be charged in connection with your account activity. These charges may be shared between Mexem UK, IBUK, and IBLLC in accordance with their internal agreements.

B1.1.3 Without limiting the full scope of responsibilities, IBUK or IBLLC will typically be responsible for the following services:

- (i) Executing your orders submitted through the IBUK System or forwarding them to another Affiliate or third-party broker for execution.
- (ii) Acting either as a self-clearing broker or arranging the clearing and settlement of your trades.



(iii) Providing certain custody, client money handling, and cashiering services. In relation to these specific functions, you are considered a client of IBUK or IBLLC only—not of any other entity.

(iv) Providing credit to you for margin trading, in accordance with relevant margin rules and applicable regulations.

(v) Handling the collection of commissions, fees, and any other amounts or assets owed under this Agreement.

(vi) Managing various operational and administrative tasks such as generating and delivering trade confirmations and account statements, maintaining transaction records, and fulfilling reporting obligations under applicable laws and regulations.

B1.1.4 Mexem UK, IBUK and IBLLC jointly manage certain aspects of the service to you and share responsibility for delivering elements of client support and service infrastructure.

B1.1.5 While Mexem UK retains overall responsibility for handling and resolving your complaints, IBUK and IBLLC is authorised to receive, address, and respond to complaints on its behalf.

B1.1.6 It is your sole responsibility to stay informed about the terms and conditions of the financial instruments held in your Mexem UK account. This includes, but is not limited to, corporate actions such as mergers, tender offers, reorganisations, stock splits, bankruptcies, class actions, and the expiration of options, futures, or other derivative contracts.

B1.2 No Advice

B1.2.1 We do not provide investment advice and will not advise you on which type of account to open or on the suitability of any transaction. In particular, IBUK and IBLLC operate on an execution-only basis, meaning they will carry out instructions provided by you, communicated to them by us, without offering any recommendations. In delivering these services, we are committed to acting fairly, honestly, and professionally, and in accordance with our obligations under Applicable Law. It is your sole responsibility to monitor the value of your positions / open orders.

B1.2.2 While we may provide factual information about financial instruments, including historical performance, this should not be interpreted as a personal recommendation or endorsement. Any discussion of available options or product features is intended solely to assist your understanding and does not constitute advice. You are solely responsible for evaluating any information we make available and for determining whether a particular product or strategy is appropriate for your needs. No material provided on our websites should be viewed as an offer, recommendation, or solicitation to buy or sell any financial product, or to pursue any specific investment approach.

B1.2.3 You agree not to seek, rely upon, or treat as advice any comments, explanations, or communications from us or our representatives that could be construed as recommendations or guidance.

B1.3 Suitability

We are not required to assess the suitability of any investment you choose or other services that we might provide to you.



This means you will not benefit from the protection of the FCA's rules on assessing suitability.

B1.4 Appropriateness

B1.4.1 Non-Complex Financial Instruments

If you request services related to financial instruments classified as "non-complex", Mexem UK is not required to evaluate whether the product or service is appropriate for you. As a result, you will not benefit from the protections provided under the **FCA's rules** relating to the assessment of appropriateness.

B1.4.2 Complex Financial Instruments

For transactions involving "complex" instruments, Mexem UK has an obligation to assess whether the product is appropriate for you, based on your investment knowledge and experience. In order to carry out this assessment, we may request additional information from you.

B2 Use of Information

B2.1.1

Various data sources—such as market prices, news updates, research content, and analytical tools (collectively referred to as "Information")—may be accessible via the Mexem UK and IBUK websites, their Affiliates' platforms, or services such as the "Trader Toolbox." Some of this Information may be prepared or provided by third-party information providers. This Information is offered solely for informational purposes and does not constitute investment advice, a recommendation, or a solicitation to buy or sell any financial instruments by Mexem UK, IBUK, their Affiliates, or any third-party provider.

B2.1.2 Neither Mexem UK, IBUK, their Affiliates, nor third-party information providers guarantee the accuracy, timeliness, or completeness of the Information. Any reliance on this Information is at your own risk. You are responsible for conducting your own analysis or seeking independent financial advice before making investment decisions. You alone bear responsibility for any trading decisions made in connection with your Mexem UK account. Under no circumstances will Mexem UK, IBUK, their Affiliates, or any third-party provider be liable for any damages or losses—whether direct or indirect, incidental, special, or consequential—arising from your use of or reliance on the Information. No warranties of any kind, whether express or implied (including fitness for a particular purpose or merchantability), are provided with respect to the Information.

B2.1.3 Mexem UK, IBUK, their Affiliates, and third-party information providers are not responsible for determining whether you are eligible to access or subscribe to any research materials made available through the Mexem UK or IBUK websites. You are responsible for ensuring compliance with any legal or regulatory restrictions that may apply to such access. If you believe you are not entitled to access specific research, you must notify Mexem UK accordingly. Charges for research subscriptions are disclosed on the respective websites and may be paid from your own funds, a separate research payment account, or as otherwise permitted under applicable regulations.

B2.1.4 All Information is the proprietary content of Mexem UK, IBUK, their Affiliates, third-party providers, and/or licensors, and is protected by applicable intellectual property laws. You may not reproduce, distribute, retransmit, publish, broadcast, or commercially exploit any part of the Information without prior written consent from the relevant rights holder—whether Mexem UK, IBUK,



an Affiliate, or a third-party source. Access to this Information may be restricted or withdrawn by Mexem UK, IBUK, or their Affiliates at any time, without prior notice.

B2.1.5 Links to external websites (“Outside Websites”) are provided for convenience only and should not be interpreted as recommendations or solicitations by Mexem UK, IBUK, or their Affiliates. These third-party websites operate independently from Mexem UK and IBUK. No assurance is given regarding the accuracy, completeness, or timeliness of information found on such sites. Your use of Outside Websites is at your own risk, and neither Mexem UK, IBUK, nor their Affiliates shall be liable for any resulting losses or damages, including indirect or consequential losses. Mexem UK reserves the right to remove or disable any link to an Outside Website, at their sole discretion, without prior notice.

B3 Orders and confirmations

B3.1 Responsibility for your orders

B3.1.1 Mexem UK and their Affiliates shall be entitled to act upon any instructions given or purported to be given by you. Once given, your instructions may only be withdrawn with our consent. You understand that neither Mexem UK nor any of their Affiliates is able to know whether someone other than you has entered, or is entering, orders using your credentials, such as your username, password, or security device (“Credentials”).

B3.1.2 You are responsible for the confidentiality and use of your Credentials as well as any orders entered with your Credentials. You agree to provide us Written Notice as soon as possible, upon becoming aware of the loss or theft of your Credentials, or of any unauthorised access to your Mexem UK Account. However, you shall remain responsible for all transactions entered using your credentials prior to us receiving such Written Notice. Neither Mexem UK nor their Affiliates will be liable for loss or damages caused by any third-party using your Credentials. Unless we agree otherwise in writing, you are not permitted to allow any third-party to access your IBUK Account using your Credentials.

B3.2 Order Routing

B3.2.1 When transmitting your orders for execution, **Mexem UK** is required to act in your best interests and take all sufficient steps to obtain the best possible result for their clients taking into account the execution factors. This includes considering various execution factors such as price, costs, speed, likelihood of execution and settlement, order size, the characteristics of the financial instrument, and prevailing market conditions.

B3.2.2 Mexem UK maintains a policy which enables it to comply with its obligations to obtain the best possible result for their clients. Please contact us for further information regarding this policy.

B3.2.3 In accordance with regulatory and exchange requirements, brokers are obligated to implement pre-trade controls and risk checks designed to prevent market disruption and ensure compliance with trading rules. In addition to these internal measures, exchanges, trading venues, and counterparties may apply their own filters, thresholds, or restrictions on incoming orders.

As a result, your orders—including market orders—may experience delays in submission or execution due to filters applied by IBUK, IBLLC, its Affiliates, or the receiving market. In some cases,



these filters may lead to your order being modified, capped in price or size, rejected, or cancelled entirely.

B3.3 Short sales

B3.3.1 You acknowledge that

(i) Short sales may only be conducted through a margin-enabled account and are subject to both initial and ongoing margin requirements.

(ii) The interest rates or borrowing costs associated with maintaining short positions are variable and can change frequently. These rates are influenced by the availability of the underlying security—for example, shorting hard-to-borrow stocks may involve significantly higher borrowing costs.

(iii) Before executing a short sale on your behalf, IBLLC or its Affiliates must have reasonable grounds to believe that the relevant securities can be borrowed for timely delivery to the buyer.

(iv) If IBLLC or its Affiliates determine that the required securities cannot be borrowed, they may decline to execute your short sale request.

(v) If IBLLC or its Affiliates are unable to borrow—or re-borrow—securities to fulfil delivery obligations or respond to a lender’s recall, they may, in accordance with applicable regulatory or clearing house rules, execute a buy-in to cover the position.

B3.3.2 You further understand that if IBLLC or its Affiliates are unable or unwilling to maintain your short position—whether due to borrow constraints, recall notices, regulatory developments, or internal policies—they may, without prior notice to you, close out your short position by purchasing the necessary securities on the open market at the prevailing market price.

You agree to bear full responsibility for any losses or costs resulting from such a transaction. You also acknowledge that regulatory obligations or limitations on borrow availability may require IBLLC or its Affiliates to forcibly close your short position, in which case applicable commissions or fees may still apply.

B3.4 Position Limits

B3.4.1 You acknowledge and agree that IBLLC and its Affiliates may, at their sole discretion, impose limits on the size or number of positions you may hold or establish through their systems. These limits may be applied regardless of whether they are required by regulation.

B3.4.2 In accepting these terms, you agree that:

(i) you will not engage in any transactions that would cause your positions to exceed the limits imposed by IBLLC or its Affiliates;

(ii) IBLLC or its Affiliates may, at any time and without prior notice, reduce your open positions by initiating offsetting or closing transactions, or require you to reduce your exposure accordingly;

(iii) Mexem UK, IBUK, IBLLC, or their Affiliates may reject any new orders to open additional positions, at their sole discretion and without obligation to provide a reason.



B3.4.3 You understand that such position limits or restrictions may be enforced by Mexem UK, IBUK, IBLLC, or their Affiliates regardless of whether these limits are mandated by Applicable Law. You agree to comply with all limits set by the firms or by any regulatory or self-regulatory body, including exchanges.

B3.4.4 If you are subject to reporting obligations related to position limits—such as those required by exchanges or regulatory authorities—you agree to notify Mexem UK, IBUK, IBLLC, or their Affiliates in writing. You also agree to provide prompt copies of any position reports filed with such bodies upon request.

B3.5 Order Cancellation and Modification

You understand that any request to cancel or modify an order is not guaranteed to be successful. Attempting to change or cancel an order constitutes a request only, and Mexem UK, IBUK, IBLLC, or their Affiliates are not liable if the order cannot be changed or withdrawn. You remain fully responsible for all executions that occur, even if they result from an order you sought to cancel or modify. You also acknowledge that attempts to cancel and re-enter or modify orders may unintentionally result in multiple executions, and you accept full responsibility for any such outcomes.

3.5 Order Cancellation and Modification

You understand that any request to cancel or modify an order is not guaranteed to be successful. Attempting to change or cancel an order constitutes a request only, and Mexem UK, IBUK, IBLLC, or their Affiliates are not liable if the order cannot be changed or withdrawn. You remain fully responsible for all executions that occur, even if they result from an order you sought to cancel or modify. You also acknowledge that attempts to cancel and re-enter or modify orders may unintentionally result in multiple executions, and you accept full responsibility for any such outcomes.

B3.6 Fast and Volatile Markets

B3.6.1 In fast-moving or volatile market conditions ("Fast Markets")—typically characterised by high trading volume and rapid price swings—delays may occur in the processing or execution of your orders, as well as in the delivery of trade confirmations.

B3.6.2 When you place a market order during such conditions, the execution price may differ significantly from the quoted price you received at the time of order entry. By placing such orders, you accept this risk and waive any claim arising from discrepancies between the expected and executed prices.

B3.6.3 If Mexem UK, IBUK or IBLLC, at their sole discretion, determines that a particular security is subject to unusual volatility, they may restrict or block clients from placing orders in that instrument through the Mexem UK or IBUK trading platforms. Similarly, they may block trading in newly listed securities, such as those offered via initial public offerings. Neither Mexem UK, IBUK nor IBLLC shall be held liable for any losses, missed opportunities, or increased costs resulting from such restrictions.

B3.7 Confirmations and Account Statements



B3.7.1 You are responsible for the accuracy of the orders you submit. Mexem UK, IBUK, IBLLC, and their Affiliates bear no responsibility for orders that are incomplete, inaccurate, or not received, and may process orders based solely on what is actually received. If execution aligns with your order as received, you are bound by the resulting trade.

B3.7.2 We will provide you with a daily summary of activity in your Mexem UK account, as well as a full monthly account statement.

B3.7.3 Trade confirmations or cancellations may be sent electronically via email, through the IBUK trading system, or posted on the Mexem UK website with a prompt for you to log in and retrieve the details. You consent to receiving all trade confirmations in electronic form and waive the right to printed copies.

B3.7.4 You agree to monitor all open orders until you receive confirmation of execution or cancellation. Delays or errors in reporting may occur for various reasons, including system issues or corrections initiated by exchanges or market operators.

B3.7.5 You must notify Mexem UK in writing as soon as possible—no later than one (1) business day—if you:

- (1) do not receive a confirmation for an order you submitted;
- (2) receive a confirmation that does not match your submitted order; or
- (3) receive a confirmation for a trade you did not place.

Similarly, if you identify inaccurate information in any account statement, you must inform us promptly.

If you fail to notify Mexem UK, IBUK, IBLLC, or their Affiliates, they reserve the right to reverse or enforce the trade at their sole discretion.

B3.7.6 You acknowledge that Mexem UK and its Affiliates may process orders based on what is received, even if the order content is flawed or incomplete, and that you are bound by resulting trades if they match what we received.

B3.7.7 In the event of an error, Mexem UK, IBUK, IBLLC, or their Affiliates may, at their sole discretion, adjust your account accordingly. You agree to return promptly any funds, securities, or assets that were credited to you in error or that you were not entitled to receive.

B4 Funding your Account

B4.1 Submission and Disbursement of Funds

B4.1.1 Mexem UK does not hold your money or assets. IBLLC provides custody and client money services related to your Mexem UK account as separately contracted.

B4.1.2 You agree that all funds associated with transactions under this Agreement—including deposits to meet margin requirements or fund your Mexem UK account—must be sent directly to IBLLC or to a financial institution designated by IBLLC, following the instructions published on the Mexem website or Client portal. These payment instructions may be updated at any time at Mexem UK's sole discretion, with notice provided via an update to the website.



B4.1.3 No funds will be released to you until the relevant trades have fully settled. In the case of payments made by cheque, funds will not be disbursed for at least twelve (12) business days from the date of deposit by IBLLC.