



Client Agreement

MEX-N Limited Partnership
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Table of Contents Page

INTRODUCTION	4
ACKNOWLEDGEMENT.....	4
SCOPE OF THE CLIENT AGREEMENT	5
SCOPE COMMENCEMENT OF THE SERVICE AGREEMENT	5
INTERPRETATION OF TERMS	5
PROVISION OF SERVICES	7
CLIENT CLASSIFICATION.....	9
CAPACITY	9
ASSURANCES AND GUARANTEES	9
CLIENT MONEY	10
CHARGES.....	11
Spreads and Commissions	12
Swaps	12
LIABILITY	12
INVESTOR COMPENSATION FUND	13
INDEMNITY.....	13
DURATION OF THE SERVICE AGREEMENT	13
AMENDMENTS TO THE SERVICE AGREEMENT.....	13



TERMINATION AND DEFAULT	14
RISK DISCLOSURE	15
CONFIDENTIALITY AND PERSONAL DATA PROTECTION	15
RECORDINGS OF TELEPHONE CALLS	15
CONFLICTS OF INTEREST	16
DIRECT CONTACT CONSENT.....	16
REPRESENTATIONS AND WARRANTIES.....	16
FORCE MAJEURE EVENT	18
GOVERNING LAW AND JURISDICTION.....	18
MISCELLANEOUS	18
IMPORTANT INFORMATION	19
SCOPE OF THE NOTICE.....	20
CAPITAL LOSS.....	21
MARGIN ACCOUNT AND REQUIREMENTS.....	22
FORCE MAJEURE EVENT.....	23



INTRODUCTION

1.1 Mex-n Limited Partnership (hereinafter referred to as 'Mex-n' or the 'Firm') is an investment firm that operates as a global broker.

1.2 Mex-n is authorized and regulated by the Financial Service Providers (FSP). Mex-n is a member of the Financial Dispute Resolution Scheme as obligated by law.

ACKNOWLEDGEMENT

2.1 The client acknowledges that he/ she read, understood and accepted the Client Agreement, the Risk Disclosure Notice (Annex A) and the Terms and Conditions, as amended from time to time, in addition to any information contained within the Firm's website available online at <https://www.mex-n.com>, including but not limited to the information contained within the 'Legal Information' and the 'Legal Documentation' sections (together, the 'Service Agreement').

2.2 By accepting the Service Agreement the client enters into a binding legal agreement with the Firm.

2.3 The client acknowledges that the Firm's official language is the English language.

SCOPE OF THE CLIENT AGREEMENT

3.1 The Client Agreement forms the basis on which Mex-n provides investment and Ancillary services to the client.

3.2 The Client Agreement is non-negotiable and overrides any other agreements, arrangements, express or implied statements made by Mex-n unless the Firm, in its sole discretion, determines that the context requires otherwise. If the Client Agreement were to be amended, reasonable notice shall be given to the client. Client

COMMENCEMENT OF THE SERVICE AGREEMENT

4.1 The Service Agreement shall commence once the prospective client receives an e-mail that contains the trading account number and certain documents; namely, the Terms and Conditions, the Order Execution Policy, the Client Categorization Notice, the Investor Compensation Fund Notice and the Conflicts of Interest Policy.



INTERPRETATION OF TERMS

5.1 Unless indicated to the contrary, the defined terms included in the Client Agreement shall have a specific meaning and may be used in the singular or plural as appropriate.

Authorized Representative

Shall mean either the natural or legal person who is expressly authorized by the client to act on his/ her behalf; the above mentioned relationship is documented through a Power of Attorney, a copy of which is held by the Firm.

Balance

Shall mean the funds available in a trading account that may be used for trading financial instruments.

Balance Currency

Shall mean the currency that the trading account is denominated in; it should be noted that all charges including spreads, commissions and swaps, are calculated in that currency. Client Shall mean either the natural or legal person who received the e-mail referred to in paragraph 4.1, above. Client Agreement

Closed Position

Shall mean the opposite of an open position.

Contract for Difference (CFD)

Shall mean a CFD on spot foreign exchange ('FX'), or a CFD on shares, or a CFD on spot metals, or a CFD on futures or any other CFD related instrument that is available for trading through the Mex-n trading platform(s); a full list of the financial instruments is available online at <https://www.mex-n.com>.



Equity

Shall mean the balance plus or minus any profit or loss that derives from any open positions.

Free Margin

Shall mean funds that are available for opening a position.

It is calculated as: $\text{Free Margin} = \text{Equity} - \text{Margin}$

Margin

Shall mean the required funds available in a trading account for the purposes of maintaining an open position.

Margin Level

Shall mean the Equity to Margin ratio calculated as: $\text{Margin Level} = \text{Equity} / \text{Margin Client Agreement}$

Market Maker

Shall mean the company, or the individual, that quotes both a buy and a sell price in a financial instrument.

Open Position

Shall mean any position that has not been closed. For example, an open long position not covered by the opposite short position and vice versa.

Over-the-Counter (OTC)

Shall mean the execution venue for any financial instruments whose trading is governed by the Service Agreement.



Prospective Client

Shall mean either a natural or legal person who completed the application form that can be found under the 'Mex-n Trading Account Registration' section, available online at <https://www.mex-n.com>.

Trading Account

Shall mean the account, which has a unique number, maintained by a client for the purposes of trading financial instruments through the Mex-n trading platform(s). Client Agreement

Terms and Conditions

Shall mean the 'Mex-n Terms and Conditions of Business' govern the actions that relate to the execution of the client's orders; available online at <https://www.mex-n.com>

Value Date

Shall mean the delivery date of funds.

PROVISION OF SERVICES

6.1 Mex-n provides investment and ancillary services to the client, details of which are provided by FSP online at <http://www.business.govt.nz/fsp>

6.2 Mex-n offers, on an execution-only basis, a number of financial instruments to the client the contract specifications of which are available online at <https://www.mex-n.com>

6.3 The trading conditions and execution rules of the financial instruments on offer by the Firm can be found online at <https://www.mex-n.com>, at any given time. Upon notice to the client, Mex-n reserves the right to amend, from time to time, both the trading conditions and execution rules. Even if the Firm amends any part of the trading conditions and/ or execution rules the client continues to be bound by the Service Agreement, including but not limited to any amendments that have been implemented.



6.4 Unless specifically agreed, Mex-n is under no obligation to monitor or advise the client on trading, therefore, the Firm may execute an instruction received by the client even if such transaction is not suitable for the client.

6.5 Under no circumstances, Mex-n shall provide investment advice or recommendation to the client or state an opinion in relation to a transaction. The client understands that if necessary, independent advice should be sought in relation to trading financial instruments, including but not limited to trading specific financial instruments, investment strategies pursued, charges and Client Agreement

tax implications.

6.6 Mex-n, from time to time and as often as it deems appropriate, may issue material ('the Material'), which contains information including but not limited to the conditions of the financial market, posted through its website and other media. It should be noted the Material is considered to be marketing communication only and does not contain, and should not be construed as containing, investment advice or an investment recommendation or, an offer of or solicitation for any transactions in financial instruments. Mex-n makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor any loss arising from any investment based on a recommendation, forecast or other information supplied by any employee of Mex-n, a third party or otherwise. The Material is not prepared in accordance with legal requirements promoting the independence of investment research and it is not subject to any prohibition on dealing ahead of the dissemination of investment research. All expressions of opinion included in the Material are subject to change without notice. Any opinions made may be personal to the author and may not reflect the opinions of Mex-n.

6.7 The client understands that no physical delivery of a CFD's underlying instrument (or reference instrument) that he/ she traded through his/ her trading account shall occur.

6.8 The client accepts that Mex-n is the only execution venue, which is a non-regulated market.

6.9 The client may trade through his/ her trading account from 00.00.01 (GMT+12) on a Monday until 00.00.00 (GMT+12) on a Friday. It should be noted that trading of certain financial instruments occurs during specific timeframes; the client is responsible for looking at the contract specifications of such instruments for further details, prior to trading. The client shall be notified of any Firm holidays through the internal e-mailing system.

6.10 Mex-n is entitled to refuse the provision of any investment or ancillary service to the client, at any time, without being obliged to inform the client of the reasons to do so in order to protect the legitimate interests of both the client and the Firm. Client Agreement



CLIENT CLASSIFICATION

7.1 The client shall be treated as a Retail Client, a Professional Client or an Eligible Counterparty depending on the information that he/ she provided when completing the application form; this information shall determine the client's classification by the Firm. Therefore, the client is responsible for notifying the Firm if his/ her personal circumstances change.

7.2 If a client desires to be re-classified then he/ she needs to send a written request; the Firm shall consider such request at its discretion.

7.3 The client classification may be reviewed, at any time, by the Firm at the latter's discretion. The client shall be notified in writing by the Firm in relation to the above.

7.4 The client is bound by the Client Categorization Notice. Further details are available online at <https://www.mex-n.com>.

CAPACITY

8.1 Mex-n shall act, at all times, as principal.

8.2 Even if the client identifies a legal or natural person ('the Third Party') who is responsible for acting on the client's behalf, through a Power of Attorney, the Firm is not accepting the Third Party as a client, unless specifically agreed otherwise. As a result, no information shall be disclosed to the Third Party in relation to the client and/ or the client's trading activity. However, the Third Party may give trading instructions to the Firm on the client's behalf.

8.3 The client authorizes Mex-n to rely and/ or act on any instructions sent by the former to the latter, without the need on the Firm's part for confirming the authenticity of the instruction or the identity of the person communicating the instruction. Client Agreement

ASSURANCES AND GUARANTEES

9.1 The client assures and guarantees that:

9.1.1 The Funds, according to paragraph 10.1 below, belong to the client and are free of any lien, charge, pledge or other encumbrance;



9.1.2 The Funds, according to paragraph 10.1 below, are not the no direct or indirect proceeds of any illegal act or omission or product of any criminal activity; and

9.1.3 He/ she acts for his/herself and is not a representative or trustee of a third person, unless he/she produces to the satisfaction of the Firm document(s) to the contrary.

9.2 The client guarantees the authenticity and validity of any document sent to Mex-n during (i) the account opening process and (ii) the life of the trading account.

CLIENT MONEY

10.1 Once received, client funds ('the Funds') shall be deposited in an institution ('the Institution') specified by the Firm on the client's behalf, segregated from any of the Firm's funds.

10.2 Mex-n is not obliged to pay interest to the client for the Funds deposited.

10.3 Mex-n may, from time to time, without the client's permission merge the Funds held in different trading accounts; under no circumstances, does this imply that the client has the right to a credit facility.

10.4 The client has the right to withdraw, at any time, any part of the Funds equal to the free margin that is available in the relevant trading account provided that there are Funds available. It should be noted that such request may take up to 3 (three) business days in order to be processed. The Firm reserves the right to request additional information and/ or documentation to satisfy itself that the request is legitimate. In addition, Mex-n reserves the right to reject such a request if it deems that this may not be legitimate. The client accepts that under such circumstances there may be a delay in processing the request. Client Agreement

10.5 The client accepts that the Funds shall be deposited in his/ her trading account on the value date received by the Institution, net of any transfer fees or other charges incurred by Mex-n that are imposed by the Institution (or intermediary involved in the process) that holds the Funds.

10.6 The client accepts that the Funds shall be deposited in his/ her trading account only if the Firm is satisfied that the sender of the Funds is the client or his/ her authorized representative; if Mex-n is not satisfied as to the above then the Firm has the right to reject the Funds and return them to the remitter net of any transfer fees or other charges incurred by Mex-n, using the same transfer method as the one through which it originally received the Funds.



10.7 The client accepts that withdrawal of any part of the Funds shall be concluded using the same transfer method and the same remitter as the one which the Firm originally received the Funds from; under such circumstances, Mex-n shall return the part of the Funds requested net of any transfer fees or other charges incurred by Mex-n.

10.8 Mex-n reserves the right to decline a withdrawal that the client requested using a specific transfer method and has the right to suggest an alternative. 10.9 If, at any time, Mex-n is not satisfied with the documentation provided by the client in relation to the withdrawal/ deposit, the Firm reserves the right to reverse to the remitter any part of the Funds net of any transfer fees or other charges incurred by Mex-n, using the same transfer method as the one through which it originally received the Funds.

10.9 The client accepts that the Institution may reverse any part of the Funds, for any reason; as a result, the Firm shall immediately reverse the respective amount from the trading account net of any transfer fees or other charges incurred by Mex-n, using the same transfer method as the one through which it originally received the Funds. The client accepts that this may result to a negative balance in the trading account; under such circumstances, the Firm may merge the Funds held in different trading accounts as described in paragraph 10.3, above.

10.10 The client accepts that any requests that relate to the administration of the trading account shall be made through Mex-n Direct (mex-ngroup@gmail.com).

10.11 Mex-n shall take all reasonable steps to ensure that the client is informed regarding the progress of any requests referred to in the 'Client Money' section, specifically in relation to the Client Agreement expected processing time and the need for any, or any further, documentation that if not in place may delay the processing.

10.12 If the client's trading account is inactive for a calendar year, Mex-n reserves the right to charge an account maintenance fee of USD15 (or currency equivalent) in order to maintain the trading account open.

10.13 If the client's trading account has Funds of less than USD15 (or currency equivalent), Mex-n reserves the right to close the account, after notifying the client accordingly, and charge a relevant fee.

CHARGES

11.1 Prior to trading CFDs the client needs to consider any applicable charges such as spreads, commissions and swaps. The client is solely responsible for requiring clarifications from the Firm in relation to the above, if necessary.



11.2 The client should note that not all charges are represented in monetary terms (for example, charges may appear as a percentage of the value of a CFD); therefore, the client needs to ensure that he/ she understands the amount that the percentage amounts to.

11.3 Mex-n reserves the right to change, from time to time, any of the charges applicable to clients when trading financial instruments without prior written notice to the latter; the most up-to-date information shall be found online at <https://www.mex-n.com>

11.4 The client should note that any applicable charges shall be instantly deducted from his/ her trading account

Spreads and Commissions

11.5 The applicable spreads and commissions charged when conducting a trade are available online at <https://www.mex-n.com>.

Swaps

11.6 The swap is the interest added or deducted for holding an open position overnight.

11.7 Depending on the position held and the interest rates of the currency pair involved in a transaction the client may either be credited debited with financing; the operation is conducted at 23:59 server time and the resulting amount is automatically converted into the client's balance currency.

11.8 From Friday to Monday swap is charged once and from Wednesday to Thursday swap is charged in triple size. It should be noted that Mex-n charges its own interest; the rollover interest rates of Mex-n are based on the overnight rate provided by Bloomberg; the Firm updates such rate as often as it deems necessary.

11.9 Further information regarding swaps can be found on <http://www.mex-n.com>.

LIABILITY

12.1 Mex-n shall, at all times, conclude client's transactions in good faith.

12.2 Mex-n bears no responsibility for any acts or omissions concluded by either a natural or legal person that



provides the Firm with information in relation to the execution of the client's transactions in financial instruments, unless such acts or omissions were the result of negligence or fraud on behalf of Mex-n.

12.3 Mex-n bears no responsibility for any loss of opportunity that results in reduction in the value of the client's transactions in financial instruments, regardless of the cause of such reduction, except to the extent that reduction occurred as a direct consequence of the Firm's deliberate actions or omissions.

12.4 Mex-n bears no responsibility for any loss incurred as a result of the acts or omissions of the Institution or its employees, including but not limited to instances false or misleading information provided by the client.

INVESTOR COMPENSATION FUND

13.1 For details read the Investor Compensation Fund ('ICF') Notice, available online at <https://www.mex-n.com>.

INDEMNITY

14.1 The client shall indemnify, or indemnify on demand, the Firm for any costs incurred under the provision of investment or ancillary services by the latter, including but not limited to (i) the client's breach of the Service Agreement or (ii) false or misleading information provided by the client to Mex-n.

DURATION OF THE SERVICE AGREEMENT

15.1 The Service Agreement shall be effective since the day described in the 'Commencement of the Service Agreement' section, for an indefinite time period until its termination or default.

AMENDMENTS TO THE SERVICE AGREEMENT

16.1 Mex-n reserves the right to amend, from time to time, any part of the Service Agreement, especially if the Firm deems that such amendments are necessary given an announcement by a regulatory authority of a competent jurisdiction. Under such circumstances, the client shall be notified either in writing or through the Firm's site (<https://www.mex-n.com>) accordingly and shall reserve the right to accept or deny the amendments; it



should be noted that the client's consent is not required for any amendment to be effective immediately.

16.2 The client reserves the right to terminate the Service Agreement within 15 (fifteen) days from the announcement of an amendment. Upon expiry, even if the client is silent, the Firm deems that the former consents to any amendments.

TERMINATION AND DEFAULT

17.1 The client reserves the right to terminate the Service Agreement within 15 (fifteen) business days from the announcement of an amendment under the 'Amendments to the Service Agreement' section above, by sending a notification through registered post to the Firm's Head Office, given that there are no open positions traded through the relevant trading account and the client has no outstanding obligations to Mex-n.

17.2 The client reserves the right to terminate the Service Agreement, for any reason, having provided a 7 (seven) business days written notice by sending a notification through registered post to the Firm's Head Office, given that there are no open positions traded through the relevant trading account and the client has no amounts due for payment to Mex-n.

17.3 Mex-n may terminate the Service Agreement by giving the client at least 7 (seven) business days written notice, specifying the termination date.

17.4 The client accepts that Mex-n reserves the right to terminate the Service Agreement immediately by providing the former with a written notice, if paragraph 17.5, below, becomes effective.

17.5 Mex-n shall immediately terminate the Service Agreement, in the event of: 17.5.1 a violation of any part of the Service Agreement on behalf of the client; 17.5.2 an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up proceedings that involve the client; 17.5.3 A client's death; and 17.5.4 A client involving the Firm in any type of fraud. 17.6 A termination of the Service Agreement shall not imply that any of the client's responsibilities cease to exist; the latter shall still be liable to pay to the Firm: 17.6.1 Any amount that is due to Mex-n; 17.6.2 Any expenses that are incurred by Mex-n, as a result of the termination of the Service Agreement; and 17.6.3 Any damage that has arisen because of an arrangement or settlement. 17.7 Upon termination of the Service Agreement under paragraph 17.1, above, Mex-n shall immediately transfer to the client any amount available in the relevant trading account minus any outstanding amount that is due to Firm by the client.

17.8 If paragraph 17.5, above, becomes effective Mex-n reserves the right to reverse any transactions that are



deemed to be contrary to the Firm's or the clients' interests.

RISK DISCLOSURE

18.1 For details read Annex A of the Client Agreement.

CONFIDENTIALITY AND PERSONAL DATA PROTECTION

19.1 Mex-n is registered with the Office of the Commissioner for Personal Data Protection of New Zealand. Therefore, any client's personal data is kept by the Firm according to the Processing of Personal Data (Protection of the Individual) Law of 2001, its amendment and the Regulation of Electronic Communications.

19.2 Mex-n shall not disclose to a third party, any of the client's confidential information unless required to do so by a regulatory authority of a competent jurisdiction; such disclosure shall occur on a 'need-to-know' basis, unless otherwise instructed. Under such circumstances, the Firm shall expressly inform the third party regarding the confidential nature of the information.

19.3 The client accepts and consents that Mex-n may, from time to time, contractually engage companies for statistical purposes in order to improve the Firm's marketing; as a result, some or all of the client's personal data may be disclosed on an anonymous and aggregated basis only.

RECORDINGS OF TELEPHONE CALLS

20.1 The content of any telephone call ('the Telephone Record') between the client and the Firm may be recorded and saved as a magnetic or electronic record. The client agrees that the Firm has the right to use the Telephone Records as it deems necessary, including but not limited to instances when a dispute arises between the client and the Firm.

20.2 All instructions received from the client, during a telephone call, in relation to trading financial instruments shall be conclusive and binding unless conditions described in paragraph 5.11 of the Terms and Conditions are triggered.

20.3 Mex-n may provide copies of such recordings of telephone calls to a regulatory authority of a competent authority, without informing the client.



CONFLICTS OF INTEREST

21.1 The client accepts that a conflict of interest may arise when the interest of Mex-n competes or interferes, or appear to compete or interfere, with the client's interests under the Service Agreement.

21.2 Specifically, the client accepts that: 21.2.1 Mex-n may assign or transfer the execution of the client's instruction to another member company of the Mex-n Group of Companies; 21.2.2 the Firm may execute at the same time instructions by different clients that are opposite to one another; 21.2.3 the Firm may establish business, including but not limited to trading relationships, with other issuers of financial instruments and the Firm may have a financial interest in such instruments;

21.2.4 Mex-n acts as a market maker and in this context there may be inherent conflicts of interest; and

21.2.5 the Firm may pay commission -or any other related fee- to a third party as a result of either (i) introducing the client or (ii) the client's trading activity (under such circumstances the client shall be notified in writing).

21.3 For further details, please read the Mex-n Conflicts of Interest Policy; available online at <https://www.mex-n.com>

DIRECT CONTACT CONSENT

22.1 The client consents that any communication received by Mex-n, from time to time, in relation to the Service Agreement -or any other communication in relation to marketing- does not breach any of the client's rights under the Service Agreement.

REPRESENTATIONS AND WARRANTIES

23.1 The client represents that he/ she has not been coerced or otherwise persuaded to enter into the Service Agreement.

23.2 The client declares that he/ she is over 18 (eighteen) years of age (in case the client is a natural person) or has full capacity (in case the Client is a legal person); therefore, the client may enter into the Service Agreement.

23.3 The client accepts that Mex-n reserves the right to revoke at any time, without prior written notice, any



Power of Attorney documents that govern the relationship of the client with his/ her authorized representative.

23.4 The client declares that he/ she is fully aware of any implications, including but not limited to any restrictions, set by his/ her local jurisdiction in relation to entering the Service Agreement.

23.5 The client declares that any trading in financial instruments is proportional and/ or reasonable to his/ her specific financial situation and that independent financial advice has been sought, or will be if necessary.

23.6 The client accepts that the trading of any transactions in financial instruments shall occur only through the Mex-n trading platforms(s) available at any given time to the client.

23.7 The client accepts the contract specifications for each financial instrument as such specifications, available online at <https://www.mex-n.com> In addition, the client accepts that the Firm reserves the right to change the contract specifications without giving him/ her prior written notice.

23.8 If client is more than one natural or legal persons, the client's obligations and liability under the Service Agreement shall be joined and several; under the above mentioned circumstances any communication, including but not limited to a notice and order, shall be construed as delivered to all natural or legal persons that together form the client.

23.9 The client accepts that the Firm shall take all reasonable steps to ensure compliance with applicable rules and regulations; such reasonable steps shall be binding upon the client.

23.10 The client accepts the fact that Mex-n shall have a lien on any amount that is deposited in his/her trading account that is due for payment by the former to the latter. Although the Firm does not need the client's consent in order to exercise the lien the former shall notify the latter of its intention, accordingly.

23.11 The client represents that if an amount is due for payment to Mex-n, the later shall be entitled to debit the client's trading account, accordingly.

23.12 The client consents that if his/ her trading account is inactive for three months and its balance is less than USD15 (fifteen), or currency equivalent, then Mex-n may at its discretion disable the trading account.

The client may enable his/ her trading account, at any time; the status of a trading account can be viewed through Mex-n Direct (<https://www.mex-n.com>).



FORCE MAJEURE EVENT

24.1 Mex-n shall, in its reasonable opinion, determine that a force majeure event occurred; under such circumstances the Firm shall take all reasonable steps in order to inform the client.

24.2 A force majeure event is as an event or circumstance, including but not limited to any natural, technological, political, governmental, social, economical or similar event or circumstance that occurred after a transaction in a financial instrument occurred and such event or circumstance has not been anticipated at the date of entering into the transaction. In addition to the above, a force majeure event may include instances of illegitimate actions against the Mex-n servers that may be outside the control of with the client or Mex-n.

24.3 If Mex-n determines that a force majeure event occurred, without prejudice to any other rights of the client under the Service Agreement, the Firm may: 24.3.1 Increase margin requirements; and/ or 24.3.2 Increase spreads; and/ or 24.3.3 Decrease leverage; and/ or 24.3.4 close-out, in good faith, any open positions at a price that the Firm considers reasonable; and/ or 24.3.5 Request amendments to any closed positions; and/ or 24.3.6 Suspend the provision of investment and/ or ancillary services to the client; and/ or 24.3.7 Amend any of the content of the Service Agreement on the basis that it is impossible for Mex-n to comply with it.

GOVERNING LAW AND JURISDICTION

25.1 The client accepts that the Service Agreement and any investment and/ or ancillary services provided under it by the Firm shall be governed by the law of the New Zealand.

25.2 Any proceedings and their settlement that may involve Mex-n and the client shall take place in the competent courts of New Zealand.

MISCELLANEOUS

26.1 Unless specifically instructed otherwise any notice, instruction, request or other communication shall be given by the client to the Firm in writing and shall be sent to Mex-n's Head Office address, which appears on the 'Contact Us' page (<http://www.mex-n.com>).

Any notice, instruction, request or other communication shall be effective when received by the Firm.

26.2 The client shall not, under no circumstance, assign or transfer any of his/ her rights and/ or obligations under the Service Agreement to another natural or legal person.



26.3 The Firm may, under certain circumstance, assign or transfer any of its rights and/ or obligations under the Service Agreement to another natural or legal person, in whole or in part provided that such natural or legal person agrees to abide by the Service Agreement.

26.4 If, for any reason, a part of the Service Agreement is deemed to be unenforceable by a court of a competent jurisdiction then such part shall be severed from the Service Agreement therefore the remainder of the Service Agreement shall remain unaffected.

IMPORTANT INFORMATION

27.1 CFDs are not eligible for sale in certain jurisdictions or countries. The Notice is not directed to any jurisdiction or country where its publication, availability or distribution would be contrary to local laws or regulations, including the United States of America. The Notice does not constitute an offer, invitation or solicitation to buy or sell CFDs. It may not be reproduced or disclosed (in whole or in part) to any other person without prior written permission. The Notice is not intended to constitute the sole basis for the evaluation of the client's decision to trade in CFDs FAQs

28.1 Questions regarding the Terms and Conditions should be addressed, in the first instance, to the Customer Support Department.

28.2 Customer Support Department

Email: mex-ngroup@gmail.com

ANNEXES

Annex A: Risk Disclosure Notice

RISK WARNING: Contracts for Difference ('CFDs') are complex financial products, which have no set maturity date. Therefore, a CFD position matures on the date a client chooses to close an existing open position. CFDs, which are leveraged products, incur a high level of risk and can result in the loss of all of the client's invested capital. Interest is not guaranteed. As a result, CFDs may not be suitable for all individuals. The client should not risk more than he/ she is prepared to lose. Before deciding to trade, the client shall ensure that he/ she understands the risks involved and take into account his/ her level of experience. The client may seek independent advice, if necessary.



SCOPE OF THE NOTICE

1.1 The Risk Disclosure Notice ('the Notice') is provided to the client in accordance with FSC on the basis that you are proposing to trade with Mex-n in contracts for difference ('CFDs') which are leveraged products, incur a high level of risk and can result in the loss of all your invested capital.

1.2 It should be noted that the Notice does not contain all the risks and aspects involved in trading CFDs; therefore, the client needs to ensure that his/ her decision is made on an informed basis taking into consideration the following:

PRODUCT DESCRIPTION

2.1 A CFD is an agreement to either buy or sell a contract that reflects the performance of, including amongst others, forex, precious metals, futures and shares; the profit or loss of is determined by the difference between the price a CFD is bought at and the price is sold at and vice versa. CFDs are traded on margin and it should be noted that no physical delivery of either the CFD or underlying asset is occurring. It should be noted that when clients purchase, for example, CFDs on shares they are merely speculating on the share's value to either increase or decrease.

2.2 CFDs fluctuate in value during the day; the price movements of CFDs are determined by a number of factors including but not limited to speculation and availability of market information.

PERFORMANCE

3.1 It should be noted that past performance of CFDs is not a useful indicator of future performance.

MAIN RISKS ASSOCIATED WITH TRANSACTIONS IN CFDs

4.1 Prior to trading CFDs, the client needs to ensure that he/ she understands the risks involved. CFDs are leveraged products; therefore, they carry a higher level of risk to the client's capital compared to other financial products. The value of CFDs may increase or decrease depending on market conditions.

4.2 Due to the fact that CFDs are leveraged products, engaging in CFD trading may not be suitable for the client



and independent advice should be sought if necessary. The potential for profit must be balanced alongside prudent risk management given the significant losses that may be generated over a very short period of time when trading CFDs.

4.3 The client should not commence trading in CFDs unless he/ she understand the risks involved.

CAPITAL LOSS

5.1 CFDs, which are leveraged products, incur a high level of risk and can result in the loss of all of the client's invested capital. However, it should be noted that Mex-n operates on a 'negative balance protection' basis; this means that the client cannot lose more than his/ her initial investment.

CREDIT RISK

6.1 When trading CFDs, the client is effectively entering into an over-the-counter ('OTC') transaction; this implies that any position opened with Mex-n cannot be closed with any other entity.

OTC transactions may involve greater risk compared to transactions occurring on regulated markets, for example traditional exchanges; this is due to the fact that in OTC transactions there is no central counterparty and either party to the transaction bears certain credit risk (or risk of default).

LEVERAGE (OR GEARING)

7.1 CFD trading, unlike traditional trading, enables the client to trade the markets by paying only a small fraction of the total trade value. However, it should be noted that leverage, or gearing as it is often referred to, means that a relatively small market movement may lead to a proportionately much larger movement in the value of the client's position. Mex-n offers flexible leverage starting from 1:1 up to 1:400. Nonetheless, it should be noted that leverage on gold and silver is fixed at 1:100. During any other time period specified by Mex-n, the Firm sets a maximum leverage rate for opening a position of 1:100; if the latter occurs the client shall be informed accordingly.

7.2 It should be noted that the Firm shall monitor the leverage applied to client's positions, at all times; the Firm reserves the right to decrease the leverage depending on the client's trade volume.

7.3 For further details refer to <https://www.mex-n.com>.



MARGIN ACCOUNT AND REQUIREMENTS

8.1 The client needs to ensure that he/ she has sufficient margin on his/ her trading account, at all times, in order to maintain an open position. In addition, the client needs to continuously monitor any open positions in order to avoid positions being closed due to the unavailability of funds; it should be noted that the Firm is not responsible for notifying the client for any such instances.

8.2 At margin levels of 50% (fifty) for Mex-n MetaTrade4 respectively, the Firm has the discretion to begin closing positions starting from the most unprofitable one. In addition, at margin levels of 50% (fifty) for Mex-n MetaTrade4 respectively, the Firm shall automatically begin closing positions at market price, starting from the most unprofitable one.

8.3 Further details regarding the above are available online at <https://www.mex-n.com>.

ABNORMAL MARKET CONDITIONS

9.1 Under abnormal market conditions, CFDs may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by the Firm or the client. As a result, Mex-n may be unable to execute the client's instructions at the declared price and a 'stop loss' instruction cannot guarantee to limit the latter's loss.

9.2 CFD prices are influenced by, amongst other things, implementation of governmental, agricultural, commercial and trade programs and policies and national and international socioeconomic and political events.

TRADING PLATFORM CONDITIONS

10.1 The client accepts that the only reliable source of price related information is the Quotes represented on the real/ live server; this service may be disrupted and as a result price related information may not reach the client.

10.3 The client shall regularly consult the 'Help' menu or User Guide of the trading platform(s); if a conflict arises the Service Agreement shall prevail unless Mex-n determines, in its sole discretion, otherwise.

COMMUNICATION

11.1 Mex-n bears no responsibility for any loss that arises as a result of delayed or undeceived communication



sent to the client by the Firm.

11.2 In addition, Mex-n bears no responsibility for any loss that arises as a result of unencrypted information sent to the client by the Firm that has been accessed via unauthorized means.

11.3 Mex-n bears no responsibility for any undelivered or unread internal messages sent to the client through the trading platform(s); in case a message is not received or read within 7 (seven) calendar days the message gets automatically deleted.

11.4 The client is solely responsible for the privacy of any information contained within the communication received by Mex-n.

11.5 Moreover, the client accepts that any loss that arises as a result of unauthorized access of a third party to the client's trading account is not the responsibility of Mex-n.

FORCE MAJEURE EVENT

12.1 In case of a Force Majeure Event the client shall accept any loss arising. 12.2 Further details read the 'Force Majeure Event' section, above.

TAXATION

13.1 Although investing in CFDs does not involve taking physical delivery of the underlying financial instrument independent tax advice should be sought, if necessary, to establish whether the client is subject to any tax, including stamp duty.

ACCOUNT REVIEW

14.1 Through the trading platform(s), the client may review any of his/ her trading accounts, including but not limited to open and closed positions. In addition, through Mex-n Direct (<https://mex-n.com>) the client may safely manage his/ her account and deposit or withdraw money depending on his/ her trading needs.

TECHNICAL ISSUES



15.1 Mex-n bears no responsibility for any loss that arises as a result of a system failure, including but not limited to:

15.1.1 hardware or software failure, malfunction or misuse either on the client's side or the Firm's or both;

15.1.2 poor internet connection either on the client's side or the Firm's or both;

15.1.3 Incorrect settings in the client terminal; and

15.1.4 Delayed updates of the client terminal.

15.2 The client accepts that at times of excessive transaction flow there might be some delay in contacting, over the telephone, a member of the Dealing Department, especially when there are important market announcements.