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## **ACCOUNT OPENING BONUS PROMOTION TERMS & CONDITIONS CUSTOMER AGREEMENT**

This is a legal contract between Collective 2 (C2) a brand name of MEXEM Limited, a registered investment firm in the Republic of Cyprus and is fully licensed and regulated by the Cyprus Securities and Exchange Commission, hereinafter known as ("Collective 2", "us" or "we") its successors and assigns, and the party/parties (the "Customer", "client" or "you") executing this document.

This document sets out the respective rights and obligations of both parties in connection with the account opening bonus promotion and all parties will accept and be bound by these terms on acceptance of the terms and conditions contained herein and on completion of the application form by Customer.

### **Definitions**

**"Client Account"** shall mean any and all accounts opened with IB on the Platform through Collective 2's Website; For an account to be **"Fully opened"** it has to be approved by Collective 2 and interactive brokers, make a first deposit and execute at least one trade using Collective 2's trading platform.

**"Reward"** shall mean an amount of US dollars.

**"Authorised Person"** shall mean a person or legal entity authorized in accordance with this Agreement to make use of the services and provide instructions

**"Business Day(s)"** shall mean any time from Monday 07:00 am GMT through to Friday 21:00 GMT excluding public holidays in Cyprus

**"Platform"** shall mean the IB's online trading platform located at where you can trade in financial instruments and where your Client Account is located.

**"Collective 2 Trading Platform"** shall mean Collective 2 platform

**"Eligible Customer"** an individual who meets all criteria according to our Client Acceptance Policy and opens a minimum of 1 trade using Collective 2's platform.



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“**Parties**” shall mean the **Company** and the **Affiliate**.

“**Website**” shall mean [trade.collective2.eu](https://trade.collective2.eu).

“**Applicable Laws**” means the laws and any other instruments having the force of law as they may be issued and in force from time to time;

“**Account opening program**” is a program that may provide a bonus to new qualifying Clients who open an Account with Collective 2

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

“**Geographic Location**” All countries in which Collective 2 are eligible to offer its services in EEA jurisdiction, Israel and Switzerland

## 1. INTRODUCTION

Collective 2’s “Account Opening Bonus Promotion” provides new clients an opportunity to earn a bonus when they open a new account with Collective 2:

- Account Opening Program: for eligible clients who open a new account with Collective 2 under the conditions specified in the Account Opening Program section below; and meets the eligibility for the account opening program.

1.1 These terms and conditions (“Terms”) form the basis of participating in the Collective 2 Account Opening Program.

1.2 By participating in the Account opening Program, you agree to be bound by these Terms.

1.3 Collective 2 reserves the right to vary or cancel any of these Terms at any time.

1.4 The Account Opening Program is open during the period in which Collective 2, in its sole discretion, continues to advise on its Website.

1.5 Capitalised terms used but not defined herein have the meaning given to them in the Collective 2 Risk Disclosure, the General Terms, and Conditions (the “Collective 2



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Documents”), and any references to the Collective 2 Documents below shall be construed accordingly.

## **2. CONDITIONS OF ELIGIBILITY**

2.1 The Account Opening Program is available to customers who have satisfied the Eligibility Criteria for (“Eligible Customer”).

2.2 The Account Opening Program is an opportunity for an Eligible Client to open a new account with Collective 2, make a deposit and get a bonus.

The Eligibility Criteria for the account opening Program are

### **3. Account opening program:**

3.1 This Account Opening Bonus is valid for new eligible Clients who successfully open an account with Collective 2.

3.2 Collective 2 reserves the right to amend the list of eligible products within the Program at its sole discretion and without providing you with notice.

3.3 Must be a new Client to Collective 2 (not having previously held an account with Collective 2 or any other entity in the MEXEM group of companies). All accounts are opened subject to our standard account opening criteria, and as such not all applicants will be successful in their application.

3.4 The Account Opening Bonus is limited to one per Account with no more than one Account enrolled per new Client.

3.5 As a new client you must open a real trading account, make a deposit and open a minimum of 1 trade using Collective 2’s platform per the Reward Table as follows:



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## Reward Table

Deposit Ranges	Trades	Reward
\$2000 - \$10,000 or equivalent	Minimum 1 Trade using Collective 2's platform	\$50 bonus
\$10,000 - \$25,000 or equivalent		\$100 bonus
\$25,000 - \$50,000 or equivalent		\$150 bonus
\$50,000 and above		\$200 bonus

3.6 Once You meet all the above conditions, the reward will be automatically allocated to your account within 7 working days.

## 4. TERMINATION AND CHANGES

4.1 Collective 2 reserves the right to withhold and/or cancel any reward payment where, in Collective 2's view, if transactions are made to manipulate the account opening Program or where either the existing Client or New Client may have breached or, in Collective 2's view, potentially breached, any law, regulation or licensing requirement.

4.2 The Account Opening Program and any obligations of Collective 2 pursuant to it will be revoked or withdrawn from participants who abuse the spirit or intention of it. We reserve the right to cancel or withdraw The Account Opening Program at any time in case of any suspected abuse of the Program. Further, where any of these Rules are breached or there is any reason to suspect a participant has acted fraudulently or obtained an unfair or unintended advantage pursuant to this Account Opening Program, we reserve the right to stop or withdraw payment of the reward or any attempted withdrawal of the same.

4.3 Collective 2 reserves the right to remove a bonus share reward or substitute a bonus share reward offered with another item of the same value, at its sole discretion, from time to time and without prior notice to you.



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4.4 We are the sole arbiter of The Account Opening Program, these Rules, and any other issues arising under these Terms. Exceptions to these Rules are at the sole discretion of Collective 2's management, and our decision is final. We reserve the right to alter, amend or terminate the bonus share Program or any aspect of it at any time and without prior notice.

4.5 The Account Opening Program is not open to employees of Collective 2 or any MEXEM Group company or employees of any other company engaged in direct competition with Collective 2 or any MEXEM Group company.

4.6 Any dispute or situation not covered by these Rules, will be resolved by our management in a manner it deems to be fairest to all concerned and that decision shall be final and binding on all parties.

4.7 If at any time all or any part of any provision of these Rules are or become illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, such provision(s) shall not affect or impair the legality, validity, or enforceability in that jurisdiction of the remainder of that provision or all other provisions of these Rules or the legality, validity or enforceability under the law of any other jurisdiction of that provision or all other provisions of these Rules.

## **5. RISK WARNING**

5. Please note that this Account Opening program does not constitute financial advice. Neither receipt of a bonus nor any communications related to this program constitutes a solicitation of shares or a recommendation to buy, sell any financial instruments.

## **6. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY**

6.1 Collective 2 and/or any of its subsidiaries, affiliates, or agents shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions, or omissions beyond the control of Collective 2 including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to breakdown or failure of transmission or communication facilities, or electrical power outage.

6.2 If any tax is payable on the Reward paid by us to you under The Account Opening Program, this tax will be your liability and will not be incurred by us. If the law requires us to



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withhold this tax and settle with the relevant tax authority on your behalf, then we shall credit your Reward to your account net of this tax.

6.3 Nothing in this Account Opening Program creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the client and Collective 2

6.4 Notwithstanding the translated language of this document, the English wording shall be the binding version in the event of any discrepancy between the two languages.

6.5 The Bonus Reward is not transferable.

## **7. PRIVACY**

7.1 Collective 2 will not share or sell information regarding clients and/or prospective clients, except to its employees, agents, partners, and associates as required in the ordinary course of business, including, but not limited to, Collective 2's banking or credit relationships, or to other persons as disclosed in Collective 2's Privacy Statement.

7.2 Personal information we collect may be used for administering The Account Opening Program and will only be used for the purposes stated in these Terms and Conditions or other directly related purposes. In addition, you expressly agree to our collection and usage of your personal information to administer and operate the bonus share Program.

## **8. CONSENT TO ELECTRONIC SIGNATURE**

8.1 By electronically signing Collective 2's account agreement and related documents, the client acknowledges receipt of the client account letter, client agreement and other documents contained as part of Collective 2's electronic account package and the client agrees to be bound by their terms and conditions.

8.2 In addition, by signing Collective 2's account agreement and related documents, the client is consenting to Collective 2 maintaining and the client receiving electronic records of the client's trades and accounts.



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## **9. ENTIRE AGREEMENT**

9.1 This Agreement together with all references to Collective 2's policies and procedures made in this Agreement, and together with the General Terms and Conditions and Risk Disclosure embodies the entire agreement between Collective 2 and the client, superseding any and all prior written and oral agreements.

## **10. GOVERNING LAW AND JURISDICTION**

10.1 This Agreement, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby shall be governed by, construed, and enforced in all respects in accordance with the laws of the Republic of Cyprus and Collective 2 and the client hereby irrevocably submit to the non-exclusive jurisdiction of the Cypriot Courts.

CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ, AND UNDERSTOOD THE FOREGOING CUSTOMER AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.