

## SWAP-FREE ACCOUNT AGREEMENT

This Agreement has been concluded by and between Markets4you and the respective Trader following the initial presentation of the Agreement via the Markets4you Website and its acceptance thereafter via the execution of the definite actions, which affirm the Agreement to be binding for the Parties involved.

### TERMINOLOGY

**Service** – the entire service of Swap-free accounts developed and maintained by Markets4you.

**Agreement** – the body of legal documentation (including any kind of the Service descriptions, other regulations or legal documents presented to Trader via Website) related to the Service.

**Trader** – natural person or legal entity who applies for the Service with intentions to execute respective Trading operations within the Forex.

**Capital** – funds in a certain currency.

**Website** – - <http://markets4you.com/>.

**Account** – respective Trader's account opened within the Room in order to acquire the benefits of the Service.

**Party/ Parties** – respective party of current Agreement or respective parties together.

**Trader's Capital** – Trader's devoted Capital with the purpose to execute respective Trading operations within the Forex while exploiting the Service.

**Forex** – global, worldwide decentralized financial market for trading currencies.

**Room** – Website located interface for Service provision.

**Trading operations** – exact manipulations, decisions and other unilateral actions performed by the Trader within the Forex while using the Service.

**Request** – Trader's intention addressed to Markets4you in order to acquire the status of the Service described herein this Agreement and open respective Account.

**Swap** – the commission deducted from the Trader according to the Purpose of the Agreement for automatic continuance of Trading operations which were started during the Business day and are about to be continued on the next Business day.

**Business day** – time from 00:00:00 till 23:59:59.

## 1. SCOPE OF THE AGREEMENT

1.1. Current Agreement (along with the other legal documentation and relevant Service descriptions) describes, settles and regulates the legal relations between Markets4you and Trader during the provision and usage of the Service.

1.2. The Service is developed by Markets4you in order to provide the possibility for the Trader to gain benefits from the Trading operations within Forex.

1.3. The Parties acknowledge the place of conclusion of the Agreement as the place of Markets4you incorporation.

## 2. DISCLAIMER

2.1. Markets4you will not be liable for any loss, whether such loss is direct, indirect, special or consequential, suffered by Trader as a result of use of the Service, its software or content. Any Trading operations performed by Trader are done at its own risk and it shall be solely responsible for any damage to any third parties if such occurs.

## 3. GENERAL PROVISIONS

3.1. This Agreement should be deemed as supplementary agreement to the Client Agreement concluded between the Trader and Markets4you.

3.2. If this Agreement is concluded between the

Parties, the respective Account of the Trader shall not be Swap applicable, and Markets4you shall not apply to the Trader's respective Account the Swap in accordance with the provisions of the Agreement.

3.3. This Agreement shall be deemed as the exemption from the regular legal relations between the Trader and Markets4you, and the Trader undertakes to act under the Agreement strictly in good faith for religious compliance and other equivalent reasons only (hereinafter referred as the "Purpose of the Agreement"/ "Purpose").

3.4. The Trader must not use the Agreement against its Purpose and must not use the Agreement to secure the Trading operations and guarantee income from them. The Trader must not use the benefits of the Agreement for execution of any strategies aiming at distortion of the normal flow of the Trading.

3.5. The Trader undertakes an obligation to immediately inform Markets4you and demand the termination of the Agreement if the actual status of the Trader is not compliant with the Purpose of the Agreement.

3.6. This Agreement is granted to the Trader at the sole discretion of Markets4you and may be revoked unilaterally by Markets4you at any time and with immediate effect in case of Trader's performance contrary to the Agreement or damage caused to Markets4you. In such case Markets4you shall not be liable to the Trader or any third party for its decision to terminate the Agreement.

3.7. The Trader acknowledges and agrees that in case of damage caused to Markets4you by the action contrary the Purpose of the Agreement,

Markets4you shall have the right to obtain compensation from the Trader by debiting any of Trader's accounts held by Markets4you at the amount of the damage.

#### **4. ADDITIONAL PROVISIONS**

4.1. This Agreement with its all terms and conditions becomes effective on the moment when Trader within the Room chooses to register/ open respective trading Account in accordance with the Purpose of the Agreement described herein and respective Trader's Request.

4.2. Markets4you has the right to deny unilaterally such request without provision of the explanations of such denial to the Trader.

4.3. The Request should be grounded upon the truthful and adequate reasons under which the Trader wishes to obtain the Service.

4.4. This Agreement shall be terminated unilaterally by Markets4you if the Trader uses rights delegated to him by this Agreement contrary to the lawful interests of Markets4you and does not act in a good faith.

4.5. All the risks (including, but not limiting financial loss risk), related to the termination of the Agreement and removing the status (Swap-free) of the particular Trader's Account, are borne by the Trader.

4.6. As mentioned above, Markets4you has the right to calculate the Swap and apply that to the Trader if Markets4you terminates the Agreement.

4.7. The Parties acknowledge that the Markets4you

has a right to introduce amendments to the provisions of the Agreement at any time having given the Trader notification. Such amendments shall come into force and become binding for the Trader from the date specified in the notification.

4.8. Markets4you may process the personal data of the Trader for marketing purposes.

4.9. Lost profit claims will not be accepted for Markets4you adjudication.

4.10. The Parties do not compensate each other for moral damage.

4.11. All disputes arising from the present Agreement shall be resolved at LCIA (London Court of International Arbitration), in accordance with current arbitration rules.

4.12. UNIDROIT Principles of International Commercial Contracts 2010 govern the present Agreement.