



EXCLUSIVE MARKETS LTD

ISLAMIC SWAP-FREE ACCOUNTS TERMS AND CONDITIONS

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1. Introduction

1.1. These terms and conditions, as may be updated and or replaced from time to time (the "**Terms and Conditions**"), outline the terms and conditions governing the utilization of the Islamic Swap-Free trading accounts (herein the "**Swap-Free Accounts**") and are supplementing the existing Client Agreement (herein the "**Client Agreement**") between Exclusive Markets Ltd, a company organized and existing under the laws of Seychelles with registration number 8423950-1, with its head office located at Suite 18, Third Floor, Vairam Building, Providence, Mahé, Seychelles (hereafter referred to as the "**Company**") and the Client, enhancing the clarity and comprehensiveness of the swap-free service offerings.

1.2. Capitalized terms used in these Terms and Conditions shall have the same meaning as those ascribed to them in the Client Agreement, available on the Website unless expressly provided otherwise in these Terms and Conditions. If there is any conflict between these Terms and Conditions and the Client Agreement, the present Terms and Conditions shall prevail.

1.3. The present Terms and Conditions become effective upon the successful conversion of the Client's trading account into a Swap-Free Account following Company's discretion. By continuing to use the Swap-Free Account, the Client hereby acknowledges, confirms, and accepts to be legally bound by these Terms and Conditions for the Swap-Free Accounts in conjunction with any other legally binding agreement between the Client and the Company and/or any legal document with information applicable to the Swap-Free Accounts as amended from time to time and or supplemented from time to time.

2. Eligibility

2.1. The Swap-Free Accounts are primarily intended for Clients from Islamic countries designated by the Company as such and/or Clients who adhere to Islamic religious principles that prohibit the involvement with swap/interest charged or accrued on overnight positions. At the Company's absolute discretion, Clients from non-Islamic countries and/or Clients who do not adhere to Islamic religious principles might be considered as eligible for a Swap-Free Account.

2.2. The Company retains the right to define from time to time the swap free levels and Client's eligibility for these levels as these shall be stated in the Contract Specifications on the Company's Website and/or in the Personal Area.

2.3. In all cases where a Client submits a request for a Swap-Free Account to the Company, the Company reserves the right to request suitable justification and evidence to substantiate the need for such a conversion and/or the Islamic background of a Client. The decision to the eligibility of each Client for the Swap-Free Account rests solely to the discretion of the Company.

3. Activation method

3.1. The Swap-Free Account can be activated using either of the following two methods:

- i. Clients from Islamic countries, that the Company designated as such, can set their Trading Account to “swap-free” status through their Personal Area. At the time of registration for a Swap-Free Account, both new and existing accounts can complete this process, or;
- ii. Clients who adhere to Islamic religious principles and reside in other countries than those designated from the Company as Islamic and/or other Clients who do not reside in Islamic Countries nor they adhere to Islamic religious principles and wish a Swap-Free Account, can use the official corporate channels to contact the Company's customer support department and request that the “swap-free” status be activated for their trading account.

3.2. It is expressly noted that, the Company reserves the right to decline activation and/or request for activation of the Swap Free Account and/or cancel and/or revoke and/or amend and/or terminate the swap-free status of any Client's Account and/or swap-free levels at its sole and absolute discretion and without prior notice to the Client and without bearing any responsibility or liability in this regard.

4. Applicable administrative charges

4.1. The Swap-Free Account facilitates the account owner's ability to engage in trading specific instruments, within a predefined duration, free of regular Swap charges. The Company establishes a distinct timeframe for each trading instrument (herein the “**Swap-Free Days**”), during which open positions are not subject to any associated charges. In the event that positions are maintained beyond the predefined Swap-Free Days, the Company retains the right to implement an administrative holding charge calculated on a daily basis (herein the “**Daily Fee**”).

4.2. The specific relevant information in regards of the Swap-Free Days and the Daily Fees thereafter imposed in connection with specific instruments, can be found on the Company's Website: <https://www.exclusivemarkets.com/contract-specifications>.

4.3. The Company, at its sole discretion, reserves the right to provide a flexible and/or customized Swap-Free Day period to certain Clients, notwithstanding the period stated on the Website.

5. Responsible usage of Swap Free Accounts /limitations

5.1. Clients are expected to utilize Swap-Free Accounts in compliance with the provisions of the Client Agreement and in a manner that upholds ethical standards, refraining from any potential misuse or abuse of the Swap-Free Accounts. Swap-Free Accounts must not be exploited for the purpose of gaining profits through Swap charges avoidance and may not request the payment of any Swap amounts that have been lost as a result of converting their real trading Account(s) into one or more Swap-Free Account(s) for the period during which their real trading Account(s) has/have been converted into one or more Swap-Free Account(s).

5.2. The Company reserves the absolute right to take any of the following actions, at any time, if Client is in breach of any of the provisions of the Client Agreement and/or these Terms and Conditions and/or in the event that the Company discovers any Abusive Trading, fraud, manipulation, cash-back arbitrage, carry trades, or other dishonest or fraudulent activity with regard to any Client's Swap-Free Account or other Trading Account:

- (a) immediately revoke the Client's swap-free status from all real trading accounts, charging the relevant Swaps; and/or
- (b) correct and recover any unpaid Swaps and any associated unpaid interest expenses and/or costs pertaining to any and all of such Client's Swap-Free Accounts during the period for which such Trading Accounts were Swap-Free Accounts; and/or
- (c) to immediately close any and all of the Client's Trading Accounts, cancel all trades made in those Trading Accounts, and return any profits or losses made in those Trading Accounts; and/or modify the client's trading terms or impose restrictions on the opening, modification, and closing of trades.

6. General

6.1. The Company has the authority, at its own and absolute discretion and without prior notice, to periodically update specific terms of this Terms and Conditions of the Swap-Free Accounts on its official Website. These amendments and/or updates may include, but not limited to, adjustments to elements such as the list of available instruments for swap free trade, changes concerning Swap-Free Days, and variations in Daily Fees.

6.2. Clients are obligated to visit the Website regularly for monitoring this information and/or any amendments and/or updates, and the Company is discharged and/or disclaims

any liability whatsoever for any potential losses that the Client may suffer due to such amendments and/or updates.

6.3. The Company does not provide any warranty that the Swap-Free Accounts comply with the requirements of any faith or set of beliefs.

6.4. It is expressly noted that, these Terms and Conditions should be read and understood in combination with the Client Agreement.