



# **SWAP-FREE ACCOUNT AGREEMENT**

Address: Head Quarter - United Kingdom  
FX Liquidity Markets,  
#20-22, WenlockRoad,  
London N1 7GU

Email: [support@fxliquiditymarkets.com](mailto:support@fxliquiditymarkets.com)



This Agreement has been concluded by and between FX LIQUIDITY MARKETS and the respective Trader following the initial presentation of the Agreement via the FX LIQUIDITY MARKETS 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 FX LIQUIDITY MARKETS.

**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.

**Company** - FX LIQUIDITY MARKETS, Business Number: 832 LLC 2018.  
Address: (Head Quarter - United Kingdom, #20-22, WenlockRoad, London N1 7GU).

**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** - <https://fxliquiditymarkets.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 FX LIQUIDITY MARKETS in order to acquire the status of the Service described herein this Agreement and open respective Account.

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**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 FX LIQUIDITY MARKETS and Trader during the provision and usage of the Service.

1.2. The Service is developed by FX LIQUIDITY MARKETS 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 FX LIQUIDITY MARKETS incorporation.

## **2. DISCLAIMER**

2.1. FX LIQUIDITY MARKETS 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 FX LIQUIDITY MARKETS.

3.2. If this Agreement is concluded between the Parties, the respective Account of the Trader shall not be Swap applicable, and FX LIQUIDITY MARKETS 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 FX LIQUIDITY MARKETS, 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.

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3.5. The Trader undertakes obligation to immediately inform FX LIQUIDITY MARKETS 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 FX LIQUIDITY MARKETS and may be revoked unilaterally by FX LIQUIDITY MARKETS at any time and with immediate effect in case of Trader's performance contrary the Agreement or damage caused to FX LIQUIDITY MARKETS. In such case FX LIQUIDITY MARKETS 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 FX LIQUIDITY MARKETS by the action contrary the Purpose of the Agreement, FX LIQUIDITY MARKETS shall have the right to obtain compensation from the Trader by debiting any of Trader's accounts held by FX LIQUIDITY MARKETS 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 choose to register/ open respective trading Account in accordance with the Purpose of the Agreement described herein and respective Trader's Request.

4.2. FX LIQUIDITY MARKETS has 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 FX LIQUIDITY MARKETS if the Trader uses rights delegated to him by this Agreement contrary the lawful interests of FX LIQUIDITY MARKETS 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 FX LIQUIDITY MARKETS has right to calculate the Swap and apply that to the Trader if FX LIQUIDITY MARKETS terminates the Agreement.

4.7. The Parties acknowledge that the FX LIQUIDITY MARKETS 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.

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4.8. FX LIQUIDITY MARKETS may process the personal data of the Trader for marketing purposes.

4.9. Lost profit claims will not be accepted for FX LIQUIDITY MARKETS adjudication.

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

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

4.12. All disputes arising from the present Agreement shall be resolved at Saint Vincent And The Grenadines court in accordance with current arbitration rules.

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