

## EQUITI SECURITIES CURRENCIES BROKERS L.L.C

### SWAP FREE ACCOUNT TERMS AND CONDITIONS

These swap-free trading account terms and conditions (the **Swap Free Terms**) are a supplement to the client agreement which governs our trading relationship with you (the **Terms**). The Terms are an integral part of these Swap Free Terms.

These Swap Free Terms will be effective from 18<sup>th</sup> February 2025.

These Swap Free Terms apply to swap-free accounts.

#### 1. Overview

- 1.1. Swap charges are rollover and interest charges applied when you leave a Position open overnight (in accordance with the Platform time-zone) (the **Swap Charges**).
- 1.2. Our standard Account type is a swap-charge enabled account. A swap charge-free account is an account that is, in respect of certain instruments (as determined by us from time to time) (the **Instruments**), exempt from Swap Charges (a **Swap Free Account**). We may, at our sole discretion, agree to make a Swap Free Account available to you upon request.
- 1.3. If you have a Swap Free Account, all your Accounts will by default, unless agreed otherwise by us, be Swap Free Accounts.
- 1.4. We may, at any time, at our discretion and without providing you with a reason:
  - 1.4.1. refuse to process a request for a Swap Free Account;
  - 1.4.2. amend, supplement or revoke these Swap Free Terms without notice to you; or
  - 1.4.3. revoke the Swap Free Account status granted to you, in which case your account will revert to a swap enabled account. Should this not be acceptable to you, you may terminate your account in accordance with the Terms.

#### 2. Administrative Fees applicable to Swap-Free Accounts

- 2.1. Where a trade in a Swap-Free Account, whether long or short, in an Instrument remains open longer than a prescribed period of time (the **Grace Period**), such Position will be subject to an administrative fee calculated on a daily basis (the **Administrative Fee**).
- 2.2. On Wednesdays, the Administrative Fee applied to your open Positions will be three times the standard Administrative Fee, to reflect fees accrued on days where the Market or Underlying Market is closed.
- 2.3. The Administrative Fee will appear on your statement each day as an 'admin fee' and will be displayed on a per Instrument basis.
- 2.4. The Administrative Fee will be deducted from the Equity in your Account at the end of each trading day. This will impact the Equity in your Account and may subsequently impact your Margin requirements. It is your responsibility to monitor your Account to ensure that you have sufficient Margin to maintain your open positions.

2.5. A list of the relevant Instruments, Grace Periods and Administrative Fees can be found [here](#). This list may be amended, supplemented or revoked at any time, by updating the list at the link mentioned above, at our sole and absolute discretion. It is your responsibility to monitor the list and we are not responsible for any losses you may incur as a result of such changes.

### 3. Exemption from administrative fees

3.1. If you are granted a Swap Free Account following the Effective Date, and your Balance (which includes your initial and any subsequent deposits) is equal to or less than USD 5,000 (or its equivalent in any currency in which your account may be denominated), you will be exempt of the Administrative Fees, noting that the Administrative Fee exemption is only available for accounts opened directly with Equiti. This means that, if you:

- a) make a deposit which causes the Balance in your Account to exceed USD 5,000 (or its equivalent in any currency in which your account may be denominated) at any time during your relationship with Equiti; or
- b) make a deposit when your Balance is more than USD 5,000 (or its equivalent in any currency in which your account may be denominated) as a result of trading performance,

your Swap Free Account will no longer be exempt from the Administrative Fees. For the avoidance of doubt, if your Balance exceeds USD 5,000 (or its equivalent in any currency in which your account may be denominated) only as a result of trading performance, your Swap Free Account will continue to be exempt from the administrative Fees until such time you make a deposit.

3.2. If, on the effective date of these Swap Free Terms, you have a Position that has been open for longer than the Grace Period, the Administrative Fee applicable to your open Positions will be charged immediately and without further notice to you

3.3. You will only be able to benefit from the Administrative Fee exemption on one Swap-Free Account i.e in the event that you have more than one Swap-Free Account with Equiti, only one of such accounts can benefit from the Administrative Fee exemption and all others will be subject to Administrative Fees and any other charges that Equiti may impose at any time at its sole discretion.

3.4. We may, at any time, at our discretion and without providing you with a reason, cancel an Administrative Fee exemption granted to you. Should this not be acceptable to you, you may terminate your Account in accordance with the Terms.

### 4. Restrictions and Termination

4.1. You are not permitted to use a Swap Free Account for the primary purpose of making a profit from Swap Charges.

4.2. You agree that if you have a Swap Free Account, you will not be able to earn Swap Charges.

4.3. You agree that if you have an Account with us that is subsequently converted to a Swap Free Account, a Swap Charge otherwise payable to you may be lost during the conversion.

4.4. If we detect a form of abuse, fraud, manipulation, cash-back arbitrage, or other form of deceitful or fraudulent activity on your Swap Free Account (as we determine at our sole and absolute discretion), we may, at any time:

4.4.1. exercise the rights and remedies available to us under the Terms;

4.4.2. revoke the swap or administrative fee free status of your Swap Free Account with immediate effect;

4.4.3. correct and recover un-accrued Swap Charges, related un-accrued interest expenses and costs pertaining to your Swap Free Account; and

4.4.4. terminate these Swap Free Terms with immediate effect and without the need for a notice or a court order.

## **5. Acknowledgment**

5.1. You acknowledge, understand, and agree that:

5.1.1. we may, at any time and at our sole and absolute discretion, charge you additional fees, including Swap Charges or additional Administrative Charges, in the manner and for the period we deem appropriate;

5.1.2. the trading conditions (including minimum spread for the Instruments and the commission charged) may differ for a Swap Free Account when compared to a swap enabled Account;

5.1.3. a Swap Free Account is subject to regular checks and monitoring; and

5.1.4. you may be charged a fee on the Products we offer upon the rollover of a Position. This fee will be charged if you trade in a symbol that is not available on the list of Instruments at the link listed in clause 2.5 above. Any fee charged under this clause will appear on the Platform under the 'swap' field.